

LIABILITY RELEASE

PLEASE FILL OUT AND RETURN **BY FIRST LESSON DATE.**

PLEASE USE AN INK PEN.

I understand that participation in the Community Music Program (“Program”) is voluntary and that I have chosen to participate in the Program in-person. In consideration for being permitted by the University of Puget Sound (“university”) to participate in the Program in-person, and as further described below, I (and parent/guardian, if on behalf of a minor child) do hereby release the University of Puget Sound, its trustees, officers, employees, agents, successors and assigns from responsibility and liability associated with my participation in the Community Music Program as described below and I hereby acknowledge and agree to the following:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with the University of Puget Sound’s policies and procedures, including policies that prohibit harassment and discrimination and policies prohibiting weapons on campus, which can be found at <https://www.pugetsound.edu/office-universitycounsel/policies/campuswide-policies>. I further agree to abide by all the rules and requirements of the Program and the rules listed in the *Community Music Department Procedures and Information for In-Person Community Music Instruction*. I acknowledge that the University of Puget Sound has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or at the university’s discretion.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of Puget Sound, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at the university’s direction (collectively referred to as “Releasees”), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any financial costs, injury, illness, damage or death, including from COVID-19*, that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury, illness, or damage that I sustain or cause as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

The university expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of the university. I hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

*** SPECIFIC INFORMATION RELATED TO COVID-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. As the University of Puget Sound continues to respond to this pandemic, we are adhering to federal, state and local regulations and guidelines to minimize the spread of the virus. However, this is a collective and unified effort, with everyone sharing in the obligation to do their part to be, and stay, safe. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. University of Puget Sound cannot prevent you or your child from becoming exposed to, contracting, or spreading COVID-19 while utilizing Puget Sound’s services or premises. Therefore, if you choose to participate in the Community Music Program and/or come onto Puget Sound’s campus in person, you and/or your child may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. By signing this Liability Release, you acknowledge you have read and understood the above warning concerning COVID-19, that you have determined that there is value to you and/or your child for participating in the Community Music Program that includes plans for in-person programming and activities on the Puget Sound campus, and that you are voluntarily

assuming the risk of possible exposure to or contracting COVID-19 on behalf of yourself and/or your child while enrolled for Community Music instruction during 2023-2024.

MEDICAL CONSENT: In the event of any medical emergency, I (initial one) **do**____/**do not**____ authorize and consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care that university personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury, illness, or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, the university may direct that I be transported to the hospital for such care.

THIS IS A RELEASE OF LIABILITY--READ CAREFULLY BEFORE SIGNING

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement.

Date: _____
_____ (Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY.

Date: _____
_____ (Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

(Printed Name of Participant)