

**2018 NEW YORK "SOUNDS OF SUMMER"**  
**INTERNATIONAL MUSIC FESTIVAL**  
**DAVIS SENIOR HIGH SCHOOL**

***PARTICIPANT LIABILITY WAIVER AND RELEASE***

Name of Participant: \_\_\_\_\_

Name of Parent / Guardian (if applicable): \_\_\_\_\_

**IMPORTANT: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IF YOU ARE UNDER EIGHTEEN YEARS OLD, YOU MUST HAVE ONE OF YOUR PARENTS SIGN THIS FORM.**

World Projects Corporation is the producer of the 2018 New York "Sounds of Summer" International Music Festival. In putting this project together, we have made arrangements with hotels, transportation services, airlines, and other independent parties to provide you with travel and lodging services. As consideration for, and an express requirement of your participation in this tour, we require that you understand and agree to a waiver of any claims you might have against World Projects Corporation, as well as agree to be bound by other terms and conditions stated in this waiver. As this is a binding legal document, you should read this document carefully before signing.

By signing this waiver of liability and release, you agree to waive any claim you or your child may have against World Projects Corporation, and to indemnify, release, hold harmless, and forever discharge World Projects Corporation and its officers, directors, shareholders, affiliates, employees, agents, independent contractors, and other representatives (referred to collectively as "World Projects") from any and all claims that I had, may now have, or will have, of loss, liabilities, demands, causes of actions, damage, costs or expenses, including attorneys' fees, arising out of this tour and relating to any injury, accident, death, damage, delay, scheduling conflict, inconvenience, upset, disappointment, distress or frustration, loss or delay of baggage, instruments, or other property, regardless of the cause or of any acts relating to said cause.

Further, by signing this waiver of liability and release in consideration as outlined above, you acknowledge that travel arrangements are inherently unpredictable and subject to change. You further acknowledge and agree that travel can be potentially dangerous and life threatening, and by signing this agreement, you agree to assume this risk and to absolve and hold harmless World Projects from any and all risks of any nature or kind associated with this tour. You also agree to hold World Projects free and harmless from any and all expenses, demands, or claims of any nature or kind arising from or in any way associated with this tour, including demands for payment of attorneys' fees.

It is also understood and agreed that World Projects has made no promise or pledge, express or implied, to provide any special facilities or services to those with any medical problems, health problems, or physical disabilities of any sort whatsoever. You acknowledge and agree that, unless included in World Projects' package, you are solely responsible for obtaining travel insurance coverage, including medical insurance. You also acknowledge and agree that it is solely your responsibility to get any vaccination that may be required or advisable to travel to the location where the tour will take place.

By signing this waiver, you also consent to have World Projects exercise the right to dismiss or remove any participant in the project for misconduct at any time, and you acknowledge that if you are dismissed or otherwise removed from the project that you will be completely responsible for making arrangements for lodging and transportation, and that no refunds of any funds paid in association with this tour will be made by World Projects.

**SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

This waiver of liability and release shall be governed by the laws of the State of California, exclusive of its conflict of laws provisions. Any dispute between the Parties arising out of this waiver of liability and release shall be submitted to final and binding arbitration in the City of Walnut Creek, California, USA, under the Commercial Arbitration Rules and Mediation Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association then in effect, upon written notice and demand of any Party therefor. The arbitration shall be conducted by one (1) arbitrator, in the English language. Any arbitration award rendered shall be binding, final and conclusive upon all parties, and judgment thereon may be entered in any Court having jurisdiction thereof. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the other party.

I certify that I am over the age of eighteen years old.

**SIGNATURE OF ADULT PARTICIPANT OR PARENT/ GUARDIAN OF MINOR PARTICIPANT:**

\_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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***Medical Authorization, Release and Waiver Agreement***

Full name of Participant (as it appears on legal document or passport): \_\_\_\_\_

I hereby give my consent and authorization (“Authorization”) to allow representatives of Davis Senior High School, World Projects and/or World Projects affiliates or representatives, if any, attending the 2018 New York “Sounds of Summer” International Music Festival to seek any necessary medical treatment for myself (or my child) during the Performance Tour, and I hereby appoint said persons as my attorney in fact to authorize medical treatment on my (or my child’s) behalf (hereafter referred to as “Authorized Persons”). Authorized Persons may obtain medical treatment from physicians, dentists, staff, technicians and/or nurses on my (or my child’s) behalf and may authorize the use of ambulances, paramedics, hospitals, and other medical facilities, and may authorize performance of any diagnostic procedures, treatment procedures, operative procedures, and x-ray treatment which these medical professionals determine are necessary. I authorize the hospital or medical facility to dispose of any specimen or tissue taken from the participant. I understand that I alone am responsible for the cost of any medical treatment provided for any reason, and that I alone am responsible for any and all consequences arising from or related to such medical treatment.

On behalf of myself, my heirs and my assigns, I hereby release and waive any and all claims related to my medical treatment against Authorized Persons, including but not limited to the selection of any medical, professional, or course of treatment, any authorization given or refused, any consent, failure to provide consent or measures taken or not taken to obtain medical treatment, or failure to obtain prior authorization or any other procedures required by any insurer that I may have. I understand that no person authorized to provide information or authorization is obliged to obtain medical treatment for me (or my child) or to transmit medical information to any person for any reason, and that this authorization and medical history is for my own convenience. This authorization does not create any rights or obligations against any Authorized Persons, and I agree to waive any claims that I may now have, ever had, or will have, and release, indemnify, defend, and hold harmless any Authorized Persons against any such claims, injuries, deaths, damages, causes of action, and liabilities, including requests for expenses and reasonable attorneys’ fees, arising from or related to this Authorization.

I affirmatively state that I am (or my child is) fit to participate in the Performance Tour, and I know of no medical condition that would prevent my (or my child’s) full and complete participation in the Performance Tour. I understand that the rigors of travel present unexpected circumstances and opportunities for injury and disease, and that I (or my child) will take all reasonable measures to protect and minimize exposure to injury and/or disease. I (or my child) will take adequate precautions to have an ample supply of any and all legally prescribed drugs and medications with me (or a group leader) during the course of the Performance Tour, and will take appropriate arrangements to ensure that I am (or my child is) able to receive medical treatment. I (or my child) will not consume any illegal substance during the course of the Performance Tour. I (or my child) will alert the tour group leader immediately in the event I (or my child) feel(s) ill or am (is) injured in any respect.

SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

This Medical Authorization, Release, and Waiver Agreement shall be governed by the laws of the State of California, exclusive of its conflict of laws provisions. Any dispute between the Parties arising out of this Agreement shall be submitted to final and binding arbitration in the City of Walnut Creek, California, USA, under the Commercial Arbitration Rules and Mediation Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association then in effect, upon written notice and demand of any Party therefor. The arbitration shall be conducted by one (1) arbitrator, in the English language. Any arbitration award rendered shall be binding, final and conclusive upon all parties, and judgment thereon may be entered in any Court having jurisdiction thereof. The prevailing party shall be entitled to recover its costs and reasonable attorney’s fees from the other party.

I swear that the foregoing is true and correct, and that this medical release was signed by me (as an adult participant) OR a parent or legal guardian (if participant is under the age of 18).

\_\_\_\_\_  
Signature of Participant or Parent/Guardian on behalf of minor participant

Relationship to Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: This Medical Authorization Release and Waiver Agreement Must Be Filled Out Completely and Signed by Parent or Guardian if Participant is Under the Age of 18.**

# DAVIS SENIOR HIGH SCHOOL

Name of Participant (as it appears on legal document or passport): \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

## **MEDICAL HISTORY**

All statements concerning my medical history, insurance information and emergency contacts in the medical history that follows are current, accurate, and complete (use additional sheets if necessary). I understand that I am required to carry a complete medical history on my person at all times during the course of the Performance Tour. The following information is a full and correct statement of my medical history:

1. Identify any allergies, including allergies to medications:

\_\_\_\_\_

2. Identify any special medical problems: \_\_\_\_\_

\_\_\_\_\_

3. Identify any prescription or over-the-counter drugs you are taking and how many times a day you take them:

\_\_\_\_\_

4. Identify the date of your last tetanus shot, or any other relevant vaccinations:

\_\_\_\_\_

5. Identify the name, address, e-mail, and telephone number of your physicians, dentists, or any other medical professionals, hospitals, or facilities having pertinent information concerning your medical history:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

6. Please list three (3) emergency contacts:

<b>Name</b>	<b>Relationship</b>	<b>Phone</b>
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a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

### **Medical Insurance Information**

7. Identify the name of your health care insurer: \_\_\_\_\_

8. Identify the name of the subscriber of the plan: \_\_\_\_\_

9. Participant Number/Group Code: \_\_\_\_\_

10. Address and telephone number of the insurer: \_\_\_\_\_

11. Identify any requirements for seeking pre-approval of medical treatment: \_\_\_\_\_

\_\_\_\_\_

I swear that the foregoing is true and correct, and that this medical history was signed on \_\_\_\_\_.

Signature of Participant or Parent/Guardian on behalf of minor participant: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

**NOTE: This Medical History Must Be Filled Out Completely and Signed by Parent or Guardian if Participant is Under the Age of 18.**

**If any additional information concerning the traveler's medical history would be pertinent in an evaluation by medical professionals, please initial here \_\_\_\_\_ and use a separate page for submitting additional information.**