

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: _____