## BELLINGHAM YOUTH CHOIR MINOR'S WAIVER & RELEASE OF LIABILITY

Return signed hard copy on first day of program

By signing below, I acknowledge that I am the parent or guardian of the named child and hereby consent to my child's participation in Bellingham Youth Choir's weekly practices and end-of-sessions performances ("Events"). I am fully aware of and acknowledge the risks associated with such participation including, but not limited to, any potential injury to person or property resulting from the specific activities expected to be performed by Child or the use of equipment or facilities during the Events. I am also fully aware that some of the equipment used in the Events as well as the facilities used for practice and for performances may not be owned, leased or otherwise controlled by Bellingham Youth Choir ("BYC") and that BYC cannot guarantee its safety. As a result, I understand and acknowledge that while BYC will exercise reasonable care to ensure that the facilities and equipment used in the Events are adequate for the use intended, BYC cannot guarantee that the facilities or the equipment used will be safe for use by the Child.

The undersigned agrees to waive and release any and all rights, the undersigned, the Child, any relatives, children, ward, spouse, or heirs, may have to make a claim against BYC, its Board of Directors, employees, staff, officers, representatives, and/or agents (collectively "Indemnitees") arising from any personal injury or damage to property as a result of, or in any way arising out, of the Child's participation in the Events. With this Waiver, I, on behalf of myself, and the Child, expressly assume the risk of personal injury, death, or loss or damage to personal property arising out of the Events or arising and/or related to the condition of the facilities and/or any equipment used in the Events. This Waiver shall remain valid unless expressly revoked in writing by the undersigned with written receipt acknowledged by BYC.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM FOR ACTS, OMISSIONS OR NEGLIGENCE ON MY BEHALF OR ON THE BEHALF OF MY CHILD OR CHILDREN, OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR, AGAINST BELLINGHAM YOUTH CHOIR AND ITS BOARD OF DIRECTORS, EMPLOYEES, STAFF, OFFICERS, REPRESENTATIVES AND/OR AGENTS ARISING FROM OR RELATED TO THE PARTICIPATION BY MY CHILD OR CHILDREN. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THIS HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

## **Photo Release**

By signing below, I also hereby grant to BYC the irrevocable and unrestricted right to use and publish photographs and video images of my participating child's likeness during practices and performances of the Events whether for publicity, editorial trade, advertising, or any other purpose and in any manner and medium and to alter the same without restriction.

Child's Name	
Parent/Guardian's Name	
Parent/Guardian's Signature	Date