

Sonora Bach Festival
WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

I, _____ hereby acknowledge the following:

- (a) I am over 18 years of age; If under the age of 18, a parent or guardian signature is required.
- (b) I have agreed to participate in a Sonora Bach Festival Concert (Youth Auditions, Youth Concert, Locals' Concert, House Concert, Bach's Big Bang Concert) which are all sponsored by the Sonora Bach Festival a 501(c) (3) non-profit organization herein referred to as the Host.
- (c) In consideration for participating in the event, I, the undersigned, hereby agree and acknowledge for myself and for my personal representatives, heirs and next of kin:
 - (1) There are certain risks and dangers associated with attending a large group event at a public venue, including but not limited to: slips, trips, or falls; minor physical activity (e.g., moving between seats and stage); close contact with other attendees; consumption of food or beverages; and any other risks common to large gatherings. I will take all precautions reasonably necessary to avoid such risks, including following all instructions from Host staff, venue rules, and applicable health and safety guidelines. I hereby agree to accept and assume any and all risks of personal bodily injury; including but not limited to pain and suffering; death; damage to my personal property and any and all other forms of damages or loss whatsoever.
 - (2) In consideration of the Hosts providing me with access to the Event as a Participant, I **hereby release, waive, and discharge** the Host, their elected and appointed officials, officers, directors, employees, agents and volunteers (collectively, "Hosts"), their consultants and contractors, from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with my presence on or movement about the Event or site which is caused, or claimed or alleged to be caused, in whole or in part, by the active or passive negligence or willful misconduct of Hosts, their officers, employees, agents, consultants, contractors including but not limited to the site owners, or any person under their direction or control.
 - (3) I hereby expressly waive and relinquish all rights and benefits afford by the California Civil Code, Section 1542 and do so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542 as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. I understand this release extends to claims I do not know or do not expect to exist at the time of the signing of this release, and I hereby waive the protections of the Section 1542 as set forth above.

(4) In the event any clause, term or provision of this Waiver and Release shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms and provisions hereof, which shall remain in full force and effect, as if the clause, term or provision so declared or adjudicated invalid was not originally a part hereof.

(5) I understand this Waiver, Release and Hold Harmless Agreement will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me arising out of my access to or movement about the Event. With a complete and full understanding of this Agreement, I nevertheless enter into this Agreement freely and voluntarily and agree it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify the Hosts for any and all claims brought by a third party which arise from my presence at the Event.

(6) The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California. I agree should any action be brought it will occur in Tuolumne County, State of California.

By signing below, I agree to be bound by all applicable terms and provisions of this Release.

Name of Participant: _____

Name of Parent or Guardian: _____

(if Participant is a minor under age 18)

Signature: _____
(Participant, or Parent/Guardian of Minor)

Address: _____, City, _____ State _____ Zip Code _____

Date: _____