

Participant's Name (Please Print): _____
Last First

ROSIE'S HOUSE: A MUSIC ACADEMY FOR CHILDREN

EVENT DESCRIPTION: _____

EVENT DATE(S) Begins: _____ Ends: _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use the facilities noted above, as a member of the _____, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Rosie's House, its directors, officers, employees, agents, and its officers and members from liability **from any and all claims including the negligence of Rosie's House** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Signature of User Date Signature of Parent (if applicable) Date

Assumption of Risks: Physical activity, by its nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. _____ may use facilities, venues, or public outdoor spaces and make available activities such as activities, classes, community services, and recitals. The specific risks vary from one activity to another.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Rosie's House and its officers and members HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in activities of _____ and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arizona, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant Date Signature of Parent/Guardian of Minor (if applicable) _____ Date