



Waiver and Release Agreement

Member's Printed Name _____

I hereby acknowledge and agree that:

- (i) there are risks inherent in participating in activities, including but not limited to any music classes, rehearsals, performances, and concerts, associated with California Youth Chinese Symphony (the "Activities"); and
- (ii) in order for me or my children to be allowed to participate in the Activities, I give up my rights to hold California Youth Chinese Symphony and its employees, agents, officers, directors, shareholders, officers, and instructors (the "Covered Entities") liable for any injury or damage that I or my children may suffer while participating in the Activities;
- (iii) this Waiver and Release Agreement (the "Agreement") will release, discharge, waive and forever relinquish any and all actions, causes of action and claims that I or my children have, may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of participation in the Activities; and
- (iv) by signing this Agreement, I am assuming full responsibility for any and all risk while participating in the Activities. Knowing this, and in consideration of me or my children being permitted to participate in the Activities, I hereby release each of the Covered Entities from and against any and all liability resulting from or arising out of my or my child's participation in the Activities;
- (v) In case of emergency, I understand every effort will be made to contact parents or guardians of minor members. However, if parents or guardians cannot be reached, or if I, the below signed member am 18 years of age or older, I hereby give California Youth Chinese Symphony permission to act on my behalf in seeking and administering medical treatment in the event that such treatment is deemed necessary or advisable for the registrant's health, safety and welfare. I release California Youth Chinese Symphony from liability in acting on my behalf in this regard and rendering such medical treatment. I assume the risk and financial responsibility for any injury resulting from the member's participation in activities.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by any person, other than what is set forth in this Agreement. I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, U.S.A., without regard to any conflict of law principles.

I hereby declare that I am a member over 18 or the legal guardian of the member under 18. I have read this agreement, understand it and agree to be bound to it as a contract.

Member who is 18 years of age or above:

Signature _____ Date _____

Member who is under 18 years of age:

Signature of parent or guardian _____ Date _____

Printed Name of parent or guardian _____

Emergency Contact's Name: _____

Day Phone: _____ Evening Phone: _____