

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted by Living Hope Music School (“LHMS”), LHMS staff (“agents”), and by _____ (“independent contractor/instructor”) to participate in music instruction and to frequent its teaching location(s) for in-person instruction, I, my assigns, minor children, and heirs (“Releasors”) agree that:

1. Releasors understand that the nature of in-person music instruction—particularly with the spread of COVID-19— involves certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the services provided by LHMS, and that I and all minor participant(s) of which I am exerting control over as the parent/legal guardian understand the nature of the risks associated with in-person music instruction.
2. Participating in in-person music instruction exposes Releasors to the usual risks associated with coming into close contact with others, including but not limited to potential exposure to ailments, diseases, and infections, and exposure to COVID-19, the flu, and other similar viruses. Other, more serious risks exist as well. These risks include, but are not limited to, the following: repetitive stress injury, falls, trips, permanent disability, paralysis, infection, and disease. All of the foregoing risks, outlined within this Paragraph 2, are collectively referred to as “Risks.”
3. The Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of Releasors, agents, the independent contractor/instructor, or other individuals who frequent LHMS. There may be other risks and economic losses either not known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in in-person music instruction.
4. My participation and/or that of minor participant(s) of which I am exerting control over as the parent/legal guardian is purely voluntary, and Releasors elect to participate in in-person music instruction in spite of the Risks. Participation is solely at Releasors own risk and Releasors assume responsibility for any injuries or damages.
5. I release, forever discharge, and covenant not to sue LHMS, its agents, or the independent contractor/instructor regarding all liability, claims, demands, losses, causes of action, or damages which are in any way connected with my participation in in-person music instruction at LHMS or my use of LHMS’ facilities, including any such claims which caused or alleged to be caused in whole or in part by negligent acts or omissions on my account, or that of LHMS or otherwise. I further agree that if, despite this release and waiver of liability agreement, I, or anyone on my behalf or over which I am acting as parent/legal guardian, makes a claim against LHMS, its agents, or the independent contractor/instructor, I will indemnify, save, and hold them harmless from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.
6. If one of the Releasors accompanying me or over which I am acting as a parent/legal guardian is a minor, I agree that this agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participant to this agreement. I further agree to defend, indemnify and hold harmless LHMS, its agents, and the independent contractor/instructor from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such participation by the minor, including injuries or damages caused by the negligence of LHMS, its agents, or the independent contractor/instructor.
7. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties hereto relating to the subject matter hereof. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina. This agreement cannot be altered or amended in any manner except pursuant to an instrument in writing signed by all of the parties hereto. This agreement may be executed in one or more counterparts or electronically, and shall be deemed to be an original.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY; I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN LHMS ACTIVITIES, I MAY BE FOUND IN A COURT OF LAW TO HAVE WAIVED MY AND ANY MINOR PARTICIPANT’S RIGHT TO MAINTAIN A LAWSUIT AGAINST LHMS, ITS AGENTS, OR THE INDEPENDENT CONTRACTOR/INSTRUCTOR ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Releasor (parent/guardian of under-18 student)

Releasor (parent/guardian of under-18 student)

Releasor (student if 18 or over)