

Hollywood Music Workshop USA
Release of Liability & Agreement

THE PARTIES:

Releasor: **UNDERSIGNED PARTICIPANT**, whereas his/her contact information is known to
Releasee A

Releasee A: **HOLLYWOOD MUSIC WORKSHOP USA and**

Releasee B: **PEPPERDINE UNIVERSITY**

- A.** RELEASOR hereby assumes all of the risks of participations in any and all activities organized and/or associated with RELEASEE A, including by way of example and not limited to, any risks that may arise from negligence, carelessness and/or force majeure on the part of RELEASEES from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault;
- B.** RELEASOR agrees and consents that this Release of Liability will be used by RELEASEE A and, but not limited to its sponsors, staff members, successors and assigns, their respective heirs, affiliates, and any persons, firms or cooperations liable or who might be claimed to be liable, whether or not herein named or not, none of whom admit any liability to the RELEASOR, denying liability from any claims, demands, actions, causes of actions or suits of any kind whatsoever, which have or may hereafter have arising out of or in any way relating to any injuries, physically as well as mentally and also but not limited to damages and/or injuries that may develop in the future, as a result of or in any way relating to the liability;
- C.** RELEASOR certifies that he/she is physically fit and that there are no health-related reasons or problems which preclude participation in any activity organized by or related to RELEASEE A;
- D.** RELEASOR waives, releases and discharges from any and all liability, included but not limited to, liability arising from the negligence or fault of the entities or persons released, for disability, personal injury, property damage, property theft, sexual misconduct in any form, written or spoken, or actions of any kind which may hereafter occur to RELEASOR including traveling to and from the property of RELEASEE B, the RELEASEES A and B and/or their directors, officers, volunteers and representatives;
- E.** RELEASOR indemnifies, hold harmless and promises not to sue RELEASEE A and/or B and/or persons mentioned in paragraph B and D from any and all liabilities or claims in any form made as a result of participation in the activities of RELEASEE A, whether caused by negligence of releasee or otherwise including exposure to COVID-19 while on Pepperdine premises.
- F.** RELEASOR acknowledges that RELEASEE A and/or B are **NOT** responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific activity related to RELEASEE A.
- G.** RELEASEES are released of liability to RELEASOR concerning injuries, physically and mentally not related or secondarily related to participation in activities of RELEASEE A, and using the facilities and property related objects of RELEASEE B, such as caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, sexual misconduct in any form by participants in writing and verbal in any way;
- H.** RELEASOR understands and allows that while participating in activities of RELEASEE A he/she can be photographed and/or filmed and footage may be used by RELEASEE A for any legitimate purpose;
- I.** Some materials used in seminars may be copyright protected. RELEASOR agrees to follow all directions given by instructors on future display, use or sharing of such materials.
- J.** Participant acknowledges that smoking, alcohol and non-prescription or illegal drugs are not allowed in any capacity on campus.
- K.** This Release of Liability is broadly constructed to provide a release and waiver to the maximum extent permissible under applicable law of California.

Undersigned participant certifies that he/she is at least 21 years of age and has read this document and fully understands its content. Undersigned is aware that this is a release of liability and a binding contract under the law of the state of California and is freely, knowingly and voluntarily signing this document.

PARTICIPANT NAME: _____ DATE _____

SIGNATURE: _____