

## **RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

The Center for Irish Music (the "CIM") is sponsoring a charter bus trip to St. Louis, Missouri, from May 12, 2017 to May 14, 2017 for the purposes of attending and participating in the Midwest Fleadh (the "Bus Trip"), and I, \_\_\_\_\_, wish to participate in the Bus Trip. Therefore, for good and valuable consideration, including the opportunity to participate in the Bus Trip:

1. I/we agree and acknowledge that my participation in Bus Trip is entirely voluntary, and that there is an inherent risk of injury in traveling on a charter bus and participating in an activity such as the Bus Trip. I/we fully understand that my participation in the Bus Trip may involve risk of serious injury or death, property damage, and economic losses. I/we assume any and all risks that may be caused by or may arise from my presence and participation in the Bus Trip, including: (a) personal injury, including serious injury, disability and death, (b) property loss and damage, including property loss and damage to my vehicle parked at the Celtic Junction, and (c) economic losses, including medical bills and lost wages.

2. I/we agree and acknowledge that, if I/we park a vehicle at the parking facility located at 836 Prior Avenue North, St. Paul MN (the "Celtic Junction"), there is an inherent risk that my vehicle could be damaged or stolen, including without limitation theft of and damage to my vehicle and its contents.

3. I/we agree and acknowledge that participants in the Bus Trip will have the opportunity to engage in activities other than the Midwest Fleadh during the Bus Trip, including but not limited to sightseeing, shopping, etc, and that the CIM is not responsible for supervising or overseeing Bus Trip participants while engaged in such other activities. If I am/we are not attending the Bus Trip but are sending my/our child(ren) or a child/children for whom I/we serve as legal guardian(s) on the Bus Trip, I/we agree and acknowledge that the CIM does not assume any additional responsibility for the supervision of such child(ren).

4. I/we hereby release, waive, hold harmless, and discharge the CIM, its employees and agents from and against any claim, cause of action, or liability arising from my participation or the participation of my/our child(ren) or a child/children for whom I/we serve as legal guardian(s) in the Bus Trip (including the parking of my vehicle at the Celtic Junction), including any claim, cause of action, or liability arising out of negligence. I/we further agree not to sue the CIM or its employees or agents for any alleged claims, causes of action, or liability released by this Release and Waiver. Nothing in this Release and Waiver should be construed as releasing, discharging or waiving any claims I may have for gross negligence or reckless, willful, wanton or intentional acts on the part of the CIM, its employees and agents.

5. I hereby warrant that I am in good health and have no physical condition that would prevent me from participating in the Bus Trip.

If Participant is a minor, then on behalf of the Participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor Participant executes this Release and Waiver on the minor's behalf and on the behalf of the parent(s) and/or legal guardian(s). If, despite this Release and Waiver, the participant makes a claim against the CIM, the parent(s) and/or legal guardian(s) will reimburse the CIM and its insuring company for any money which they have paid to the participant, or on his/her behalf, including reasonable attorneys' fees and costs incurred in defending said claim, and the CIM and its insuring company shall be held harmless by the claimant.

THIS DOCUMENT RELIEVES THE CIM AND ITS EMPLOYEES AND AGENTS FROM ANY LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, AND ECONOMIC LOSSES CAUSED BY NEGLIGENCE. I/WE HAVE READ THIS DOCUMENT AND I/WE UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I/AM WE/ARE SIGNING VOLUNTARILY AND FREELY.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Participant

\_\_\_\_\_  
Date