

## Forum Music Festivals Participant Release/ Responsibility Clause

Forum Music Festivals, its and their employees, shareholders, subsidiaries, affiliates, officers, directors, and assigns does not own or operate any entity which provides goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers even if they wear or carry Forum Music Festivals insignia, food service or entertainment providers, etc. As a result, Forum Music Festivals is not liable for any negligent or willful act or failure to act of any such person, or any other third party not under its control. Without limiting the foregoing, Forum Music Festivals accepts no responsibility for any risk or injury, delay, inconvenience, damage, or death which results from acts of government, criminal activity, terrorism or the threat thereof, weather or other acts of God, accidents, disease, epidemics or the threat thereof, and/or expenses resulting from testing therefor, quarantining or other expenses, illness, the provision of inappropriate or no medical attention, the demands of indoor or outdoor activities, attacks or bites by animals, pets or insects, strikes, political or civil unrest, labor disruptions or strikes, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, insurrection or revolt, or any other event beyond its direct control. Participant accepts all such risks. Participant hereby agrees to indemnify and hold harmless Forum Music Festivals from any financial liability or obligation incurred by participant and from any injury or damage to the person or property of others which that participant causes or contributes to while participating in a Forum Music Festivals event. Forum Music Festivals retains the right not to accept a person into its program or to expel any participant from the Program at the participant's expense (with no refund) if it believes that person's continuation in the Program exposes him or herself or others to a risk of harm or is disruptive to the Program or trip itself.

Forum Music Festivals is not responsible for personal injury and/or physical damage arising from acts of negligence of any member of Participant's group or any other group attending a Forum Music Festivals trip or program. If it becomes necessary or advisable to cancel or alter the schedule of events, Forum Music Festivals may do so in its discretion. Forum Music Festivals disclaims all liability in actions resulting from the unlawful reproduction of parts and/or entire scores of music.

### **BINDING ARBITRATION**

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law without consideration of the California Arbitration Act and will take place in Fullerton, CA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, both parties are waiving the right to a trial by jury. Any arbitration commenced against Forum Music Festivals must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

Parent or Adult Participant Signature: \_\_\_\_\_

Printed Name of Signee: \_\_\_\_\_

Please indicate above relationship to participant:  Parent or Legal Guardian  Self

Participant Name: \_\_\_\_\_

Please indicate for participant:  Student  Chaperone  Director

School Name: \_\_\_\_\_

Date: \_\_\_\_\_