

Forum Festivals of Music, Inc. Participant Release/ Responsibility Clause

Forum Festivals of Music, Inc. (dba Forum Music Festivals and dba Forum Educational Travel), its employees, shareholders, subsidiaries, affiliates, officers, directors, and assigns (collectively "Forum Music Festivals. or Forum Educational Travel") 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, food service or entertainment providers, etc. As a result, Forum Festivals of Music, Inc. 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 Festivals of Music, Inc. 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, 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, 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 hereby agrees to indemnify and hold harmless Forum Festivals of Music, Inc. 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 Festivals of Music, Inc.' Program. Forum Festivals of Music, Inc. retains the right 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.

Regarding COVID-19 infection during the trip, I understand that Forum Festivals of Music, Inc. will try to assist in clarifying vaccination or masking requirements at destinations or locations, however the responsibility of understanding these requirements lie with me. Should I be denied entry to any destination or attraction, Forum Festivals of Music, Inc. is not responsible for any such denial or cost associated therewith. I understand that all medical costs associated with a COVID-19 infection during the trip are the responsibility of each individual traveler.

Forum Festivals of Music, Inc. is not responsible for personal injury and/or physical damage arising from acts of negligence of any member of a group attending a Forum Festivals of Music, Inc.'s event. If it becomes necessary or advisable to cancel or alter the schedule of events, Forum Festivals of Music, Inc. may do so in its discretion. Forum Festivals of Music, Inc. 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, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or 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.

Parent or Adult Participant Signature _____

Printed Name of Signee: _____

Student Name _____

Please Indicate:

Director

Parent

Chaperone

School Name: _____

Date _____