

Southern California Violin Maker's Workshop
With Michael Darnton and Lynn Armour Hannings or George Rubino
Sponsored by J. Brown, Violin Maker, LLC

Waiver of Liability, Assumption of Risk and Indemnity

In consideration of permission granted by J. Brown, Violin Maker, LLC and Pomona College allowing me to participate in any way in the Southern California Violin Maker's Workshop with Michael Darnton and Lynn Armour Hannings or George Rubino ("the Activity"), which will occur June 4-22, 2018, sponsored by J. Brown Violin Maker, LLC ("the Releasee"), I (together with my parent or guardian, if I am under the age of eighteen or legally disabled) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

- A. Acknowledge that participation in the Activity may include overnight accommodations as well as travel to and from, and travel within the geographic area of, the site of the Activity.
- B. (1) Release, Waiver, and Discharge Releasee and/or Pomona College, their respective instructors, employees, attorneys and officers ("Released Parties") from—and (2) Covenant Not to sue Released Parties in connection with—any and all claims (including, no by way of limitation, any claims arising from negligence of Released Parties or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss) arising from or relating in any way to participation in the Activity and/or travel before, during or after the Activity.
- C. Acknowledge that participation in the Activity carries within certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injury.
- D. Assert and affirm that participation is voluntary and I knowingly assume all risks, known and unknown.
- E. Certify that the Participant is in good physical and mental health, and that he/she has no special medical or physical conditions that would impede participation in the Activity.
- F. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

The undersigned further expressly agree that (1) this document and/or any action or claim relating to this document and/or the Activity shall be governed by the laws of the state of California without regard to the laws of conflict of law thereof; (2) any action or claim relating to this document and/or the Activity shall be initiated and maintained in municipal or state court in Los Angeles County, California; and (3) the foregoing Waiver, Assumption of Risk and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and understand that I am giving up substantial rights—including my right to sue. I acknowledge that I may have the opportunity prior to signing this Waiver of Liability, Assumption of Risk and Indemnity to have it reviewed by my attorney. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

EXECUTED this _____ day of _____, 20_____.

Participant's Signature

Participant's Printed Name

PHOTOGRAPHY RELEASE

I, _____, (participant), hereby consent to be photographed for J. Brown, Violin Maker, LLC. The resulting photographs may be subsequently used without compensation to me by J. Brown, Violin Maker, LLC or third parties for publications (including web sites), advertising, and/or publicity purposes at the discretion of the shop. I waive the right to inspect or approve the finished photograph and/or publication use. This release form will be kept on file.

Date

Participant's Signature