



## Orchestral Studies Program

### Assumption of Risk, Release of Claims and Hold Harmless Agreement

The parties to this Agreement are

[REDACTED] (Participant),  
[REDACTED] (Participant's  
 parents or legal guardian, if Participant is under 18, all  
 referred to hereafter jointly and severally as "Participant")  
 and the Board of Trustees of the Leland Stanford Junior  
 University its officers, trustees, faculty, agents,  
 representatives, volunteers, students and employees  
 (collectively referred to hereafter as "Stanford") for the  
 Orchestral Studies Program: SSO/SP/SNE ("Event").

Participant is a voluntary participant in this Event.  
 Participant understands and agrees that such activities may  
 be dangerous, may involve travel (local, domestic and/or  
 international) and that neither the Event nor Stanford can  
 guarantee the safety of Participant. Participant shall not  
 engage in inappropriate conduct including the use of  
 physical force or verbal abuse, abuse of the customs or  
 mores of the community, and unauthorized absences from  
 classes or other activities.

Participant is apprised that Stanford shall not be subject to  
 claims or suit to be made by or on behalf of Participant or  
 Participant's heirs, representatives or assigns as a  
 consequence of Participant's participation in the Event.

**Assumption of Risk.** Participant expressly understands  
 and agrees that the Event presents risks to Participant and  
 her/his property. These risks can include, among others (by  
 way of example and without limitation): dangers associated  
 with swimming and drowning, manmade and natural jumps;  
 dangers of collision with pedestrians, vehicles, and fixed or  
 moving objects; the dangers arising from surface hazards,  
 including pot holes or other ground or pavement  
 depressions or height differentials, equipment failure,  
 teammates' or co-participants' negligent or wrongful  
 conduct, inadequate safety equipment or training, use of  
 equipment or materials provided by the event organizer,  
 host and others; unfamiliar or different terrain; customs,  
 climate, food and drink; civil unrest, terrorism, kidnapping  
 and assault; laws; social and sexual mores; personal safety;  
 driving practices; sports practices, rules and regulations;  
 communications; criminal and law enforcement activities;  
 disability access; road, premises conditions and/or  
 maintenance; disease risks; inadequate health care; injury  
 to the head, neck or spine; injury to the muscular or skeletal  
 systems; injury to internal organs; scratches, bruises,  
 strains, sprains, contusions, falls, fractures; physical  
 violence; verbal abuse; sexual abuse by co-participants;  
 loss or damage to sight, teeth; other body parts or hearing;  
 paralysis; concussions; brain damage; long and/or short-  
 term disability; loss of income and/or career and earning  
 opportunities; minor or serious injury and/or death.  
 Participant is responsible for researching and evaluating the

risks he/she may face and is responsible for his/her actions.  
 Any activities that Participant may take part in, whether as a  
 component of the Event or separate from it, will be  
 considered to have been undertaken with Participant's  
 approval and understanding of any and all risks involved.  
 This includes, but is not limited to, risks associated with the  
 consumption of alcoholic beverages and/or drugs or other  
 intoxicants (whether legal or illegal), property loss, injury to  
 person or property, or death arising out of traffic accidents,  
 assault, and theft or other activities.

***It is Participant's intention that this assumption of all  
 risks shall be legally binding and a complete bar to  
 Participant, Participant's heirs, personal  
 representatives, relatives and assigns. This  
 assumption of risk applies to all activities arising out of,  
 associated with or resulting directly or indirectly from  
 Participant's participation in the Event, including but  
 not limited to those risks listed above.***

Participant further recognizes, understands and agrees that  
 neither Stanford nor the Event assume responsibility for any  
 liability as regards damage or injury that may be caused by  
 Participant's negligence or willful acts committed prior to,  
 during or after participation in the Event, or any liability,  
 damage or injury caused by others, including other  
 participants.

**Adherence to Standards.** Participant understands and  
 agrees to abide by all Stanford policies, rules, and  
 regulations and to all other laws, rules and regulations.

**Release of Claims.** In consideration of being accepted into  
 and/or participating in the Event, Participant agrees for  
 Participant and on behalf of Participant's heirs, executors,  
 administrators, employers, agents, representatives, insurers,  
 and attorneys, to release and discharge Stanford of and  
 from any and all claims which may arise from any cause  
 whatsoever, including any negligent act or omission by  
 Stanford or others. Participant further releases and  
 discharges Stanford from liability for any accident, illness,  
 injury, loss or damage to personal property, or any other  
 consequences arising or resulting directly or indirectly from  
 Participant's participation in the Event. The Participant  
 acknowledges and agrees that Stanford assumes no  
 responsibility for any liability, damage, or injury that may be  
 caused by Participant's negligent or intentional acts or  
 omissions committed prior to, during, or after participation in  
 the Event, or for any liability, damage, or injury caused by  
 the intentional or negligent acts or omissions of others,  
 including other participants.

Participant intends that both the assumption of risk and the  
 release of claims be complete defenses to any and all

actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the participant has assumed risks and/or released and/or waived claims.

**Indemnification and Hold Harmless.** Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Event, travel to and from the Event and any and all related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

**Physical Condition and Insurance.** Participant attests that she/he is physically and mentally capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

**Activities Outside the Event.** Should Participant choose to remain at the Event location or elsewhere either before or after participation in the Event then this Agreement shall remain in full force and effect.

**Event Modification and Cancellation.** Stanford reserves the right to cancel or modify the Event before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

**Termination of Participation.** Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate at Stanford's sole discretion Participant's participation in the Event at any time, including during the Event. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Event, or health or safety considerations. Such termination shall not diminish or

otherwise alter Participant's obligation to make any payment required for the Event, nor shall Stanford be required to make any refund.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by it.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Participant Signature:

\_\_\_\_\_  
Participant's Name Printed:

\_\_\_\_\_  
Signature of Custodial Parent or Legal Guardian (if Participant under 18):

\_\_\_\_\_  
Custodial Parent or Legal Guardian Name Printed