

Release for Participation in Activity

In exchange for participation in travel to New York City and performance at Carnegie Hall, (the "Activity"), organized by Musica Sacra, a non-profit organization located at PO Box 43122, Cincinnati, OH 45243 ("Releasee"), I hereby agree as follows:

1. I and anyone claiming on my behalf or on behalf of my Estate (collectively, "Releasor") release and forever discharge Releasee and its affiliates, successors and assigns, contractors, officers, directors, Board of Trustees members, employees, representatives, partners, agents and anyone acting on their behalf (collectively, the "Released Parties"), in their individual and/or corporate capacities from all claims, losses, damages, or causes of action of any nature and kind, known or unknown, which I may have or obtain against Releasee or any Released Parties arising out of or relating to any injury, negligence of the Releasee, loss or damage to person and property that may be sustained as a result of my participation in the Activity ("Claims").
2. I understand that participation in the Activity is voluntary, involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death. Such risks include, but are not limited to, loss or damage due to an act or omission of any third-party supplier (ex. tour venue, hotelier, transportation operator, etc.), and other causes outside of Releasee's control, such as weather, strike, war, government action, etc. I assume all related risks and voluntarily participate in the Activity.
3. I will indemnify and hold Releasee harmless against from and against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon Releasor, Releasee and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Ohio.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release ON MY OWN BEHALF.

SIGNATURE

Signature of Participant

Date

Printed Name of Participant