



FROST HONOR CHOIR AT THE UNIVERSITY OF MIAMI

**CONSENT, WAIVER AND RELEASE AGREEMENT
PLEASE READ CAREFULLY**

IN CONSIDERATION for being permitted to participate in the **FROST HONOR CHOIR** event (the "**FROST HONOR CHOIR**"), being held in the Gusman Concert Hall 1314 Miller Dr, Coral Gables, FL 33146 at the University of Miami on October 20- 21, 2023. I, _____, hereby agree as follows:

1. I acknowledge and expressly consent to my participation in the **FROST HONOR CHOIR** event being held Gusman Concert at the University of Miami on October 20- 21, 2023.
2. I acknowledge that my child's participation and presence at the **FROST HONOR CHOIR** may expose him/her to risks and dangers, some being inherent in the nature of the activity, some resulting from human error and negligence on his/her part and/or on the part of other personnel working or participating in the activity. I acknowledge that any of the above-referenced risks and dangers may cause damage or loss of personal property, personal injury and even death, and I fully assume and accept these risks and dangers.
3. I understand that my child's participation in **FROST HONOR CHOIR** activities is entirely voluntary on the part of my child and agree that it is my child's responsibility to (1) act within the limits of his or her ability; (2) heed all warnings about participating in any activity; (3) control his/her person, equipment and devices used to participate in an activity; and (4) not act in any way that may cause injury/death or contribute to the injury/death of others or of himself/herself while participating in any activity.
4. I hereby agree to assume and take on behalf of my child, his/her family, heirs and personal representative(s), all of the risks and responsibilities in any way associated with my child's participation in the **FROST HONOR CHOIR**. I hereby agree to release, waive, indemnify and hold harmless the University of Miami, its officers, directors, trustees, employees, faculty, students, volunteers, agents and representatives (collectively, referred to as the "University") from any and all claims, demands, damages, causes of action, suits, whether in law or in equity or however caused, against, including without limitation, any damage to or loss of personal property, any personal injury and/or death, which my child or I may have or may acquire as a result of his/her presence and participation in the **FROST HONOR CHOIR**, including, without limitation, damage, loss, injury and/or death caused by the negligence, in whole or in part, of me, my child, the University or any third party.
5. I understand and agree that this Consent, Waiver and Release Agreement applies whether the University of Miami is at fault or not.
6. I understand and agree that the University of Miami may not have medical personnel available at the location of the **FROST HONOR CHOIR**. I hereby grant permission to the University of Miami to authorize emergency medical treatment, if necessary, and agree that such action by the University of Miami shall be subject to the terms of this Consent, Waiver and Release Agreement.



I understand and agree that the University of Miami assumes not responsibility for any injury or damage which might arise out of connection with such authorized emergency medical treatment.

- 7. I understand that in securing the execution of this Consent, Waiver and Release Agreement, the University of Miami is acting as agent or trustee on behalf of or for the benefit of its respective employees, agents, officials, faculty, students, servants and representatives, whether paid or unpaid, who shall to this extent be, or be deemed to be, parties to this Agreement.
- 8. This Consent, Waiver and Release Agreement shall serve to benefit and bind the University of Miami and myself and our respective heirs, executors, administrators, successors and assigns.
- 9. This Consent, Waiver and Release Agreement shall be governed and construed in accordance with the laws of the State of Florida, and any dispute arising from or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County.
- 10. I certify that I have read the terms of this Consent, Waiver and Release Agreement and understand its contents, and that I wish to be bound by its terms.

I UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY CHILD’S PARTICIPATION IN THE FROST HONOR CHOIR AND MY CHILD AND I VOLUNTARILY ASSUME SUCH RISK. IT IS MY INTENTION BY SIGNING THIS CONSENT, WAIVER AND RELEASE AGREEMENT TO EXEMPT AND RELIEVE THE UNIVERSITY OF MIAMI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY MY NEGLIGENCE, MY CHILD’S NEGLIGENCE, OR THE NEGLIGENCE OF ANY OTHER PERSON(S) PARTICIPATING IN, OR AFFILIATED WITH, THE FROST HONOR CHOIR.

I affirm that I am over 18 years of age.

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Child’s Name

Child’s C#/ or School

Child’s Date of Birth



PHOTO / IMAGE RELEASE FORM

I hereby authorize the University of Miami, its employees, agents, contractors, sub-contractors, volunteers, vendors and staff members to take photographic portraits, pictures, digital images or video recordings and/or live transmission(s) of my child in whole, or in part or reproductions thereof in color or otherwise as they may wish (the "Images"), without payment or any other consideration.

These entities listed herein may use and publish the Images in such places, including without limitation, any printed or electronic media or publications, television, cable, the World Wide Web, and any other media. I hereby waive any rights I have or may have to inspect, edit, modify and/or approve the finished product or the specific use to which it may be applied.

On behalf of my child, myself, my heirs, representatives, executors and assigns, I hereby release, discharge and agree to indemnify and hold harmless the University and its agents from all claims, demands, and causes of action that my child or I have or may have by reason of this authorization, including by virtue of blurring, distortion, alteration, optical illusion, or composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photos or videotapes or in processing tending towards the completion of the finished product.

I affirm that I am over 18 years of age.

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Child's Name

Child's C# or School

Child's Date of Birth