

# COTA CampJazz 2011

## **RELEASE OF LIABILITY AND WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

To COTA CampJazz:

We are aware that COTA CampJazz may involve certain risks, as set forth below. In consideration of COTA CampJazz accepting our application to COTA CampJazz and allowing the camper to participate in COTA CampJazz, we, the undersigned, intending to be legally bound, hereby for ourselves, our heirs, executors and administrators, waive and release any and all rights and claims for damages we may have against the Delaware Water Gap Celebration of the Arts, Inc., COTA CampJazz, The Deer Head Inn, The Presbyterian Church of the Mountain, their principals, officers, shareholders, agents, employees, volunteers, and any and all sponsors and their representatives, successors and assigns (hereinafter referred to as "RELEASEES"), for any and all injuries suffered by camper in participating in COTA CampJazz and its activities and hold RELEASEES harmless there from. We attest and verify that we will participate in this event as a student musician, and a licensed Medical Doctor has verified my physical condition.

I hereby further agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, whether in contract or in negligence, that we have or may in future have against COTA CampJazz and their directors, officers, professors, instructors, employees, agents, support personnel, volunteers and other representatives (all of whom are hereinafter collectively referred to as the Releasees) as a result of our participation in COTA CampJazz;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that we may suffer or that our next of kin may suffer as a result of camper's participation in COTA CampJazz due to any cause whatsoever, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from camper's participation in COTA CampJazz;
4. TO CONDUCT MYSELF IN A LAWFUL MANNER AT ALL TIMES;
5. THAT WE WILL NOT POSSESS ANY FIREARMS OR UNLAWFUL DRUGS, DURING CAMPER'S PARTICIPATION IN COTA CAMPJAZZ;
6. THAT THIS AGREEMENT shall be effective and binding upon our heirs, next of kin, executors, administrators and assigns, in the event of camper's death.

### STATEMENT OF RISKS

COTA CampJazz accepts no responsibility and assumes no liability with respect to any academic, curricular, vocational, medical, financial, insurance/risk management or tax advice

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received by a participant concerning COTA CampJazz. COTA CampJazz cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities.

By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

Through our signatures below, we hereby state that: we have read and understood this Agreement prior to signing it; we are aware that by signing this Agreement we are waiving certain legal rights which we or our heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Parent signature \_\_\_\_\_

Parent name (print clearly) \_\_\_\_\_

Camper signature \_\_\_\_\_

Camper name (print clearly) \_\_\_\_\_

PLEASE PROVIDE US WITH THE FOLLOWING HEALTH INSURANCE INFORMATION:

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Thank you!

MODEL RELEASE,  
CONSENT AND WAIVER  
REGARDING THE USE OF LIKENESS OR WORKS

I, \_\_\_\_\_, or  
parent \_\_\_\_\_ of above minor dependent consent to  
the publication of my [likeness, artwork, photography, writing] by The Delaware Water Gap Celebration of the  
Arts ["COTA"] and/or COTA Camp Jazz (CcJazz). I understand that publication may be accomplished  
electronically via the Internet/World Wide Web or in print for future publicity.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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**COTA CAMP JAZZ  
TRANSPORTATION WAIVER**

I, \_\_\_\_\_ give

Permission for my son/daughter, \_\_\_\_\_

to be transported from East Stroudsburg University Kemp Library to Delaware Water Gap, to Red Rock Recording Studio in Saylorsburg, PA for a recording and any other transportation needs that need to be met throughout the course of the week at campjazz.

Signature: \_\_\_\_\_ .