



SMART Orchestra – Release and Indemnity Agreement

- Activity: 2017-2018 SMART Orchestra Season
- Releases:
 - * San Marcos Artists Retention and Training Orchestra (SMART)
 - * First Lutheran Church, San Marcos
 - * First United Methodist Church, San Marcos
 - * Officers, employees, agents, and volunteers for these entities
- Release: In consideration for facilitating my participation or my child’s participation in the activity described above, I release, discharge, and agree not to sue Releasees for any claims, demands, actions and causes of action arising out of any loss or damage to me, my child, my property and any injury, including death, that I/he/she may sustain, whether or not caused by the negligence of the Releasees, while participating in the activity.
- Risks: To the best of my knowledge, I/my child can participate in this Activity. I am aware of the risks and hazards with the activity, and I elect to allow myself/him/her to participate voluntarily and engage in the activity knowing that the activity may be hazardous to me/my child and my property. I voluntarily assume full responsibility for property loss or damage, and for personal injury, including death which I/my child may sustain as a result of being engaged in this activity, whether or not caused by the negligence of Releasees.
- Indemnity: I also agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney’s fees, that they may incur due to my/my child’s participation in this activity, whether caused by the negligence of Releasees or otherwise. For example, I specifically agree to indemnify and hold harmless the Releasees from losses that may occur as a result of my/my child hurting another person or damaging another person’s property while participating in the activity.
- Intent: I intend that this Release and Indemnity Agreement bind not only me/my child, but also the members of my family and my spouse (if any), if I am alive, and my heirs, assigns and personal representatives, if I am not alive. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this Release and Indemnity Agreement should be construed in accordance with the laws of the State of Texas.
- Free Act: I acknowledge that I have read this Release and Indemnity Agreement. I understand it and sign it voluntarily on behalf of myself/my child and my own free act. No representations, statements, or inducements, apart from the foregoing written agreement, have been made. I execute this Release and Indemnity Agreement having received full, adequate, and complete consideration, intending to be bound by it.

I understand the participant listed on the accompanying membership application form may be exposed to risks during participation in the activity listed above. I am aware of these risks and I elect to allow myself/my child the ability to participate voluntarily, knowing that the activity may be hazardous to my/his/her property and me. If signing as parent or legal guardian, I acknowledge that the participant is under 18 years of age and I assume full responsibility for these risks. I release, discharge, and agree not to sue SMART Orchestra and its agents and employees from any claims arising out of any loss or damage to my/ my child’s property and from any claims arising out of any injury, including death, that may be sustained by me or my child or this participant of whom I am the legal guardian. I also agree to indemnify and hold harmless SMART Orchestra and its agents and employees from any claims that they may incur due to my/my child’s participation in prescribed travel. I will comply and I will instruct my child to comply with the instructions of SMART Orchestra personnel during all organizational activities.