**LIABILITY WAIVER AND RELEASE**

**of Zawinul Foundation for Joe Zawinul Student Music Exchange Program**

The undersigned, on his/her own behalf (hereinafter "Guest"), by signing below, hereby expressly and voluntarily acknowledges and agrees as follows:

Guest has been invited by The Zawinul Foundation ("Foundation") to participate in a music exchange program, which will take place on **July 6, 2018-July 19, 2018** ("The Exchange Program"). Foundation will pay for Guest's airfare, lodging, and a per diem for food and beverages, except as otherwise set forth herein.

In consideration for the above promises and covenants, Guest, on his/her own behalf, voluntarily assumes all risk and danger of personal injury and all hazards arising from, or in any way related to, the Exchange Program, whether occurring prior to, during or after the Exchange Program. Guest agrees to release and to hold harmless Foundation and its agents, affiliates, members, directors, managers, owners, employees and licensors from and against any and all claims for damages, whether for personal injury, death, economic loss or otherwise, arising from, or in any way related to, the participation of Guest in the Exchange Program and those activities incidental thereto.

Moreover, Guest gives permission to the Foundation or its representatives to use and share My Information or Image – my appearance in photographs, videos, audios, and information gathered by the Foundation through interviews with me –for the Foundation’s promotional purposes through written, video, internet and any other means of publication.

No Guest shall be permitted to participate in the Exchange Program without first signing and dating this Liability Waiver and Release.

The Foundation **shall not be responsible to Guest for charges, claims, losses or damages arising from any activity included as an event associated with the Exchange Program.**

**I HAVE READ AND UNDERSTOOD ALL OF THE FOREGOING, AND AGREE TO AND ACCEPT ALL THE FOREGOING TERMS AND CONDITIONS BY SIGNING AND DATING BELOW:**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Student Signature

 Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Legal Guardian Signature

 Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_