

Forum Educational Travel Participant Release/ Responsibility Clause

Forum Festivals of Music, Inc. (dba Forum Educational Travel), its employees, shareholders, subsidiaries, affiliates, officers, directors and assigns (collectively "Forum Educational Travel") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers, food service or entertainment providers, etc. As a result, Forum Educational Travel is not liable for any negligent or willful act or failure to act of any such person, or any other third party not under its control. Without limiting the foregoing, Forum Educational Travel accepts no responsibility for any risk or injury, delay, inconvenience, damage, or death which results from criminal activity, terrorism or the threat thereof, weather or other acts of God, accidents, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention, the demands of indoor or outdoor activities, attacks by animals, strikes, political or civil unrest, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, insurrection or revolt, or any other event beyond its direct control. Participant hereby agrees to indemnify and hold harmless Forum Educational Travel from any financial liability or obligation incurred by that individual participant and from any injury or damage to the person or property of others which that participant causes, or contributes to while participating in a Forum Educational Travel Program. Forum Educational Travel retains the right to expel any participant from the Program at the participant's expense (and with no refund) if it believes that person's continuation in the Program exposes him or herself or others to a risk of harm.

Forum Educational Travel is not responsible for personal injury and/or physical damage arising from acts of negligence of any member of a group attending a Forum Educational Travel event. If it becomes necessary or advisable to cancel or alter the schedule of events, Forum Educational Travel may do so in its discretion. By registering for the festival or program, the School agrees to indemnify and hold harmless Forum Educational Travel from any financial liability or obligation incurred by either the School, or any individual participant, and from any injury or damage to the person or property of others which any participant causes, or contributes to, while participating in a Forum Educational Travel event. The School, by submitting the application, releases Forum Educational Travel from any and all causes of actions, claims and damages of any kind, or nature, whatsoever, arising from any injury, loss, damage, cost, accident, delay, irregularity, or expense arising out of, or in any way connected with, the performance or operation of a Forum Educational Travel program. Forum Educational Travel disclaims all liability in actions resulting from the unlawful reproduction of parts and/or entire scores of music.

ARBITRATION

Any dispute concerning this Agreement, the brochure or any other material concerning the trip or the trip itself must be resolved exclusively by binding arbitration in Santa Ana, California pursuant to the current commercial rules of the American Arbitration Association then existent. In any such arbitration, substantive (but not procedural) California law will apply without regard to the California Arbitration Act.

Parent or Adult Participant Signature

Student Name

Printed Name of Signee

Date

Please Indicate: Educator Parent Chaperone School Name _____