# 2017 Villanova Jazz Festival Registration Form

Please complete this registration form to be considered for participation in the 2017 Villanova Jazz Festival, to be held on April 1, 2017. Send the completed form via fax (to 610-519-7596) or pdf (to bmwhit123@verizon.net). The festival director, Bill Whitaker (bmwhit123@verizon.net) will contact you regarding acceptance and other information.

**April 1st: Collegiate Big Band Festival, Jam Session, and Evening Concert**

## Organization Information
Name of organization:  
Address:  
City:  
State:  
Zip:  
Phone #:  

Has your organization appeared at the jazz festival in the past?  

## Director Information
Director’s name:  
Email address:  
Director Cell Phone (or other number for use during the Festival):  
How did you hear about the Villanova Jazz Festival?

Please note:  Minors (under 18) will need to have parents sign a participation waiver to be collected by the band director and submitted to Villanova University in advance of the festival. Participating Schools and Universities shall provide a Certificate of Liability Insurance upon Villanova’s request.

## Form submitter information (only necessary if it is a person other than the director)
Name:  
Relationship to organization:  
Phone:  
Email:  

The following participation waivers are for Minors (under age 18 only). Please have each minor student & parent sign a form. Bring forms to the festival, and turn them in to the director upon arrival. Minors without a form will not be able to participate.
Jazz Festival
Participant Waiver and Release

for participants under the age of 18

This Waiver and Release Agreement ("Release") is made as of April 1, 2017. The parties to this Release are ___________________________ (“Participant”), ___________________________ (“Parent/Guardian”), and Villanova University (“University”).

The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree as follows.

1. **Program.** Participant has chosen to participate in the Jazz Festival activities; including attending and participating in musical performances, and other activities on the campus of Villanova University (hereafter "Program") on April 1, 2017.

2. **Assumption of Risk.** Participant and Parent/Guardian understand and agree that participation in the Program presents risks to Participant and Participant's property. Such risks may include exposure to potentially serious health and safety hazards and risks of personal injury, property damage or death associated with the various activities in the Program, including but not limited to slip and falls, transportation accidents, and risks relating to consuming food. Participant and Parent/Guardian are responsible for researching and evaluating the risks Participant may face and are responsible for Participant's actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant's and Parent's/Guardian's approval and understanding of any and all risks involved.

3. **Adherence to Standards.** Participant and Parent/Guardian understand and agree that Participant shall abide by: (i) all policies, rules, and regulations of the University, (ii) all laws, rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by any governmental agency. Participant and Parent/Guardian understand that, in its sole discretion, the University or its representative may terminate Participant's participation in the Program at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program; emergencies; or health or safety considerations.

4. **Release of Claims.** Participant, Participant's Parents/Guardians, and their respective heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, will not hold liable and hereby release and discharge the University, its officers, trustees, faculty, employees, agents, students, volunteers and representatives (hereafter "released parties") from and waive any and all claims, which may arise from any cause whatsoever, including any negligent act or omission by the released parties. Participant and Parent/Guardian further release and discharge the released parties from responsibility for any accident, illness, injury including death, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Program. Participant and Parent/Guardian recognize and agree that the released parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligence or willful acts committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person. Participant and Parent/Guardian recognize that this Release means they are giving up, among other things, rights to sue the released parties for injuries, damages or losses they may incur. Participant and Participant's Parents/Guardians also understand that this Release binds their heirs, executors, administrators and assigns, as well as themselves.
5. **Insurance.** Participant and Parent/Guardian agree that they are responsible for all Participant's own loss, liability and expenses, including any medical expenses incurred in connection with the Program. Participant and Parent/Guardian agree, as a condition of participating in the Program, to maintain adequate health and accident insurance to cover any medical expenses incurred during or as a result of participation in the Program. Participant and Parent/Guardian understand that the University does not carry or maintain health, medical or disability insurance coverage for participants in the Program. Participant and Parent/Guardian understand and acknowledge that the University does not carry property insurance that applies to theft or loss of Participant's personal property. Participant and Parent/Guardian understand that the University will not be responsible for any physical damage to or theft or loss of property owned by Participant.

6. **Photo Permission.** Participant and Parent/Guardian hereby fully release and grant permission for the use of Participant's image in any photographs, videos, sound recordings or other media containing an image of Participant (“Images”) made in connection with the Program. The Images may be used without restriction for the benefit of the University in any and all publications, in any form, and/or on the University’s web sites, without further consideration, and Participant and Parent/Guardian acknowledge the University’s right to crop or treat the Images at its discretion.

Participant and Parent/Guardian agree that all rights in such Images belong exclusively to Villanova University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints containing the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of any and all rights in the Images for the benefit of Villanova University.

7. **Governing Law.** This Release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions.

8. **Construction and Scope of Agreement.** The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release supersedes any earlier written or oral understandings or agreements between the parties.

Participant and Parent/Guardian acknowledge that they have read this Release and understand its meaning and effect and agree to be legally bound by its terms.

Participant Signature: ______________________________________________ Date: ___________________

Parent/ Guardian Signature: _________________________________ Date: __________