

# The International Center for the Arts at Monte Castello, LLC

## Release of Liability and Accident Waiver

In exchange for participation in any and all activities organized by, and held at, the International Center for the Arts at Monte Castello, LLC of South Carolina, and/or property, facilities, and services used by the International Center for the Arts at Monte Castello, LLC and or Massimo-Kety (henceforth to be referred to as “ICA” and “MK” respectively in this document),

I, \_\_\_\_\_, of

(Address)

agree for myself and (if applicable) all members of my family, to the following:

I HEREBY ASSUME ALL OF THE RISKS OR PARTICIPATING AND OR VOLUNTEERING, OR TEACHING IN THIS ACTIVITY OR EVENT including by way of example and not limitation, any risks that arise from negligence or carelessness on the part of the persons or entities being released, from dangerous and defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I participate, and that it will govern my actions and responsibilities at said activity or event.

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by ICA and/or MK, or the employees, representatives, or agents of ICA and/or MK.

I certify that I am physically fit, have sufficiently prepared for or trained for participation in the activity or event, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event.

In consideration of my application and permitting me, and (if applicable) my family, to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows:

I WAIVE, RELEASE AND DISCHARGE from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: ICA and/or MK and/or their directors, officers, employees, volunteers, representatives and agents, the activity or event holders, activity or event sponsors, activity or event volunteers.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE and to defend ICA and/or MK, or persons mentioned in this paragraph, from any and all liabilities or claims made as a result of participation in this activity or event whether caused by the negligence of release or otherwise.

I acknowledge that ICA and/or MK, and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the ICA.

I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge ICA and/or MK for injury, loss, or damage arising out of my, or my family's use of or presence upon the facilities or in the course of activities or travel organized by ICA and/or MK, whether caused by the fault of myself, my family, ICA and/or MK, or other third parties.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I recognize that there are certain inherent risks in travel and in other activities organized by ICA and/or MK and in the medieval village of Monte Castello di Vibio itself, such as, but not limited to those caused by travel to and from the facilities in Italy, local travel in Italy, language barriers, differing social cultures and national laws, terrain, temperature, facilities, equipment, vehicular traffic, consumption of food, lack of hydration, condition of the participants, contagious diseases, terrorist activities, negligent first-aid operations or procedures, and negligent or willful actions of other people including, but not limited to participants, volunteers, coaches, teachers, event officials, as well as other risks that are unknown at this time. These risks are not only inherent to participants, but are present for volunteers and faculty.

I hereby consent to receive medical treatment which may be deemed advisable in the event of an injury, accident, and/or illness during this activity or event. In case of emergency please call:

(relationship):

at: (day) or (evening)

I agree to pay for all damages to the facilities of ICA and/or MK caused by my or my family's negligent, reckless, or willful actions. This includes all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities or participation in programs organized by ICA and/or MK.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement, that I have been given reasonable opportunity to review it before signing, and that I sign it of my own free will. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that ICA and MK has offered to refund any fees I have paid if I choose not to sign this Agreement.

This Agreement and each of its terms are a product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based on their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

The invalidity or unenforceability of any provision of the Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not effect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be and such invalid and unenforceable provision shall be deemed not to be a part of this Agreement.

I expressly agree that exclusive jurisdiction for any dispute with ICA and/or MK, resides in the courts of the City of Perugia in the state of Italy and you further agree and expressly consent to the exercise of personal jurisdiction in the courts

of the City of Perugia in the state of Italy in connection with any such dispute including any claim involving ICA, MK, or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. These Terms and Conditions are governed by the internal substantive laws of the State of Italy without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or of any other term or condition.

This Accident Waiver and Release from Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print participants name:

\_\_\_\_\_

Participants age:

If under 18 years old, parent or guardian must also sign:

The undersigned parent and natural guardian does hereby represent that he/she is in fact, acting in such capacity, has consented to his/her child or wards participation in this activity or event and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent or Guardian (if applicable):

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