

MUSEUM OF RECORDING ARTS LIABILITY WAIVER & RELEASE FORM

In exchange for participation in the tour of The Museum of Recording Arts organized by The School for Creative Careers, of 9590 Chesapeake Dr, San Diego, California, 92123 and/or use of the property, facilities and services of The Museum of Recording Arts, I, (named below) agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Museum of Recording Arts, or the employees, representatives or agents of The Museum of Recording Arts.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Museum of Recording Arts for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Museum of Recording Arts, whether caused by the fault of myself, my family, The Museum of Recording Arts or other third parties.
3. **CONDUCT.** I understand that headphone-driven tours are NOT "hands-on" experiences. Any touching or attempted use of instruments or memorabilia is forbidden. By signing this form, I assume responsibility for any damage incurred under these circumstances.
4. **INDEMNIFICATION.** I agree to indemnify and defend The Museum of Recording Arts against 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 of The Museum of Recording Arts.
5. **FEES.** I agree to pay for all damages to the facilities of The Museum of Recording Arts caused by any negligent, reckless, or willful actions by me or my family.
6. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
7. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. 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 The Museum of Recording Arts has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
8. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's 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 upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
9. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect 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 or unenforceable provision shall be deemed not to be a part of this Agreement.
10. **EMERGENCY CONTACT.** In case of an emergency, please call the contact listed below in this document.

Name of participant:

Signature of participant or legal guardian, if participant is a minor:

Date:

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Name of Emergency Contact:

Phone:

Relationship to Participant:
