

JAZZ IN THE COUNTRY, INC.

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of permission granted by Jazz In The Country, Inc. allowing me to participate in The Jazz In The Country Benefit Music Festival (the "Activity"), which will occur on August 28, 2021, which is produced by Jazz In The Country, Inc., I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Jazz in The Country, Inc., and/or its or their, officers, agents performers, production staff or insurers ("Released Parties").
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily. By submitting this Wavier, I acknowledge that I am not under the age of 18.

Jazz In The Country, Inc. is a nonprofit organization operating exclusively for religious and charitable purposes according to IRS 501(c)(3) regulations that support Mt. Bethel Christian Retreat Center and related community-based activities for youth and families.