

Consent and Release Form

The undersigned parent(s) or legal guardian(s) (the "Undersigned") of _____ ("Participant") hereby, give(s) permission for Participant to participate in the 2024-2025 USC Thornton School of Music Admission/Audition Process (the "Process") at the University of Southern California ("USC").

The Undersigned expressly understand(s) and agree(s) that the Process presents risks to Participant and/or their property. These risks can include, among others (by way of example and without limitation): disease risks; injury to the muscular, skeletal or nervous systems; injury to internal organs; scratches, bruises, contusions; loss or damage to sight, teeth or hearing; paralysis; concussions; brain damage; other serious injury; and/or death. The Undersigned is/are responsible for researching and evaluating the risks Participant may face and is responsible for Participant's actions. Any activities that Participant may take part in, whether as a component of the Process or separate from it, will be considered to have been undertaken with the Undersigned's approval and understanding of any and all risks involved.

To the fullest extent provided by law, the Undersigned agree(s) to defend, indemnify, and hold USC, the USC Thornton School of Music, and their respective officers, trustees, employees, insurers, volunteers and agents harmless from any and all claims, damages, or liabilities of any kind arising from the Process or Participant's conduct related to any and all Process-related activities. This indemnification also includes, but is not limited to, any injury, illness, death, or any loss or damage to personal property including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand or other consequences arising or resulting directly or indirectly from Participant's participation in the Process, including but not limited to claims arising from or related to USC's negligence.

The Undersigned agrees that USC assumes no responsibility for any injury or damage arising out of, or in part caused by, Participant's participation in the Process, either while in transit to or from or at the activity locations, including but not limited to claims arising from or related to USC's negligence. The Undersigned further agree(s) that they, individually and on behalf of their spouses, assignees, heirs, guardians, legal representatives, and Participant, hereby voluntarily indemnify, release from liability, agree to defend and hold harmless USC for any accident, injury, illness, death, loss, theft, damage to person or property arising in connection with the Process.

By signing this Consent and Release Form, the Undersigned waive(s) their right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury or illness to person or property or for death, however caused, arising out of Participant's participation in the Process. The Undersigned further agree(s) that they, individually and on behalf of their spouses, assignees, heirs, guardians, legal representatives, and Participant, will not make any claim against, sue or attach the property of USC for any loss or damage resulting from Participant's participation in the Process. The Undersigned agree that they are aware of the potential dangers incidental to Participant's participation in the Process, that this is a release of liability, a waiver of their legal right to collect damages in the event of injury, death or property damage, and a contract between USC and them, and they sign it of their own free will.

The Undersigned hereby waive(s) the provisions of Section 1542 of the California civil code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

If any provisions of this Consent and Release Form are held invalid or unenforceable, the remainder of the Consent and Release Form shall be construed as if it did not contain the invalid or unenforceable part, and shall be constructed and enforced accordingly. This Consent and Release Form is governed according to the laws of California.

The Undersigned expressly agree that the release contained herein is intended to be as broad and inclusive as the State of California will allow and that if any portion is held invalid, they agree that the balance shall, notwithstanding, continue in full legal force and effect.

Date: ____/____/____

Parent/Guardian Signature(s): _____

Print names of Parent/Guardian(s): _____

Phone Number(s): _____

Email address(es): _____