

WAIVER, RELEASE AND INDEMNITY AGREEMENT

This is a WAIVER, RELEASE AND INDEMNITY AGREEMENT by which the undersigned Participant, including a Participant under 21 years of age, as well as his or her parents or legal guardians, agree to release and indemnify the Dallas Symphony Association, Inc. from legal liability in connection with the Association’s Dallas Symphony Orchestra League 2017 Presentation Ball Pre-Ball events to be held between June, 2016 and February 19, 2017, and the Presentation Ball to be held on February 18, 2017.

The Association has advised Participants and Parents that alcoholic beverages will be served at Pre-Ball events and the Ball. The Association, any underage Participants, and Parents agree that underage Participants should not consume alcoholic beverages at, or in connection with, the Pre-Ball or Ball events. Nevertheless, the Participant wishes to attend the Pre-Ball events and the Ball, and Parents are willing for the Participant and their guests to attend the Pre-Ball events and the Ball, even if the Participant or their guests will be less than 21 years old at the time of these events.

Therefore, in order to induce the Association to permit the Participant and their guests to attend the Pre-Ball events and the Ball, and for other good and valuable consideration, the Association, the Participant and Parents agree that the underage Participant will not consume or handle alcohol beverages of any kind, and Parents will cause the underage Participant not to consume or handle alcoholic beverages of any kind, at the Pre-Ball events or the Ball or at any time within the 24-hour period commencing at 12:00 noon on the day of the Ball. The Association, the Participant (of whatever age) and Parents further agree:

1. **The Participant (of whatever age) and Parents hereby waive, release, relinquish and discharge the Association and its auxiliary organizations** (including without limitation the Dallas Symphony Orchestra League) and their respective directors, officers, employees, volunteers, and agents (the “Released Persons”) from and against any and all claims, causes of action, or liability of any kind that the Participant or Parents may have against the Released Persons arising from the Participant’s or their guests’ attendance at the Pre-Ball events or the Ball, or any consumption or handling of alcoholic beverages by the Participant or their guests, WITHOUT REGARD TO THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY.

2. **The Participant (of whatever age) and Parents agree to defend, indemnify and hold each and all of the Released Persons harmless** from and against any claims, causes of action, liabilities, or expenses (including medical expenses and attorneys’ fees, expenses, costs) or any other legal recourse arising, directly or indirectly, out of the Participant’s or their guests’ attendance at the Pre-Ball events or the Ball, or any consumption or handling of alcoholic beverages by the Participant or their guests, WITHOUT REGARD TO THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY.

SIGNED:

PRINT Name of the Participant _____

Guest of _____

Signature of **Participant** _____

_____ **DATE**

Signature of Father or Other Legal Male Guardian
of the Participant

Signature of Mother or Other Legal Female Guardian
of the Participant

DATE: _____

DATE: _____

Karen Scully
Send completed form via EMAIL - fivescullys5@yahoo.com

Send completed form via TEXT – 214-354-9500

**Please note that completed forms may be sent electronically (i.e., photo of signed Waiver delivered by email or text).*

