

**Waiver of Liability & Release for Virtual Programs
University of South Carolina School of Music
Community Activities and Programs**

As a participant (or parent of a minor) involved in auditions and/or community activities offered by the University of South Carolina School of Music faculty, I understand and agree to the following terms set forth:

Consent and Waiver

In consideration of my child, the participant, being permitted to participate in the above program, I, and on behalf of my child, agree and understand that:

- My child will abide by all the rules, guidelines, regulations, and code of conduct of USC and/or program requirements;
- My child will be in a virtual setting with the instructor(s);
- My child may be asked to leave the program if I or my child do not abide by the rules, regulations, and code of conduct of USC and/or the program;
- My child's participation in this program is voluntary;
- I recognize that my child's participation in the program carries with it risks, including, but not limited to, criminal acts, injuries, illness, death, property losses, and other damages, that cannot be eliminated regardless of the care taken;
- I have investigated the risks involved in this program and I freely assume the risks and consent to my child's participation;
- I further declare that my child is fit and capable of participating in the program.

Photo Release

I give USC, its agents, employees, servants, assigns, and successors, without expectation of value, permission to:

- Record my child's likeness and appearance on videotape, audiotape, film, photograph, or any other medium;
- Use my child's name, likeness, voice, and biographical material in connection with these recordings;
- Exhibit, copy or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose or advertisement campaigns which the University of South Carolina, and those acting pursuant to its authority, deem appropriate.

To **opt out** of the photo release, please initial and write "opt out" _____

Waiver and Release of Liability

Further, in consideration for my child being permitted to participate in the virtual class, I, on behalf of my child, and as the natural parent and/or as the legally authorized guardian, do hereby for my child, myself, my family, heirs, personal representatives, and assigns, agree to, and hereby do, release, waive, discharge, hold harmless and indemnify, and forever defend the State of South Carolina, the University of South Carolina, the members of its Board of Trustees, individually and collectively, its officers, employees, servants, agents, representatives, directors, students, volunteers, and anyone acting on behalf of the University of South Carolina, from any and all liability, losses, claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, for any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damage to property, or other losses, and any consequences thereof, including expenses, costs, and attorney's fees, as may be sustained by my child or me, or any person or entity acting on my or my child's behalf, arising out of, or in any way associated with my child's participation in the program.

I warrant I am the parent or authorized legal guardian of the participant in the program, and I warrant that I am 18 years of age or older. I have carefully reviewed, and I agree to the terms of this entire document.

Participant Name

Participant Signature

Date

Parent/Guardian Signature (required)

Date