

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of permission for the undersigned, including parents/legal guardians and minor participants (“Participants”), (i) to enter for any purpose any part of the premises of Wexford Street, LLC (“Premises”) or (ii) to participate in any program, event, or other activity, organized by, sponsored by, or in any way connected to NMA, LLC a/k/a Newton Music Academy (“NMA”) or Wexford Street, LLC (“Wexford”), wherever conducted ([i] and [ii] each an “Activity”), each adult Participant and each parent(s) or legal guardian(s) (“Guardian”) of each minor participant named below agrees for himself or herself and, as applicable, for the minor participants as follows:

1. Before the minor participant takes part in any Activity, the Guardian shall inspect the facilities and equipment to be used, report immediately to NMA or Wexford any condition believed to be unsafe, and exclude the minor participant from any Activity or the Premises until the condition has been rendered safe.

2. Each Participant understands and acknowledges that participation in an Activity could result in bodily or emotional injury, partial or total disability, paralysis or death, property damage, economic loss or other harm, all of which may be caused by the action, inaction or negligence of a Participant, and others, including, but not limited to, the Released Parties; that all such harm may be exacerbated by negligent rescue operations or procedures; and that not all such harm may be foreseeable at the time this Release and Waiver of Liability and Indemnity Agreement (“Agreement”) is made. Notwithstanding the foregoing, to the fullest extent allowed by law, each Participant assumes all such risks of harm and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused, even if caused in whole or in part by a Released Party.

3. To the fullest extent allowed by law, each Participant and Guardian hereby RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE NMA and Wexford, their respective affiliates, related entities, parents, subsidiaries, sister entities, divisions, owners, shareholders, members, managers, predecessors, successors, transferees, and assigns, or their employees, consultants, trustees, fiduciaries, administrators, agents, attorneys, representatives, predecessors, successors, transferees, heirs, assigns, beneficiaries and legatees (collectively, “Released Parties”) from all liability to the Participant, Guardian and the minor participants, their personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY OR HARM, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO ANY ACTIVITY WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE (“Liabilities”); and hereby indemnifies and agrees to hold harmless all said Released Parties from any and all liability, damages, costs, expenses, including, without limitation, reasonable attorney’s and experts’ fees, incurred by the Released Parties (a) arising out of or relating in any way to the Liabilities or (b) in enforcement of this Agreement. If, despite this Agreement and the release and indemnity contained herein, anyone claiming by, through or under a Participant makes a claim against any of the Released Parties, the Participant will reimburse the Released Parties for any damages and expenses, including attorney’s and expert’s fees, which the Release Parties incur.

4. I acknowledge that this agreement shall be effective and binding upon me during the entire period of participation in an Activity and shall remain in effect for as long as each Participant takes part in any Activity.

5. On behalf of each minor participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release.

I HAVE READ THIS *RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT*, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE MINOR PARTICIPANT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant _____ **DATE** _____

Address of Participant _____

Parent or Guardian Signature (if minor) _____

Non-Guardian Participant Signature (whether or not a minor) _____

Newton Music Academy _____

Wexford Street, LLC _____

Received by _____

Registrar Signature

Printed Name

Member #

Region on File

Date