Berklee College of Music | Berklee Online
BERKLEE ONSITE 2027 WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

If you do not agree with this Waiver, Release and Indemnification Agreement, please let us know immediately. Your participation in the Berklee Online Program Berklee Onsite will constitute your continued acceptance of this Waiver, Release and Indemnification.

2027 WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
I am an individual who will be participating in the Berklee Online Program Berklee Onsite ("Program"), at BERKLEE COLLEGE OF MUSIC ("the College"). The Program is sponsored by the College and is currently scheduled to run from June 4 to June 5, 2027. My participation in the Program is voluntary. In consideration of the College's agreement to permit me to participate in the aforementioned Program, the receipt and sufficiency in which consideration is hereby acknowledged, I agree as follows:

1) I hereby release, acquit and forever discharge the College, and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) (collectively, the "Released Parties") from any and all liability whatsoever for any and all damages, losses or injuries, including death, to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorney's fees, which arise out of, during or in connection with my participation in the aforementioned Program, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me, or my association with, or participation in, activities at, sponsored by, or arising out of my travel to or from the College, before, during, and after the Program. **I understand that this release includes all claims against the Released Parties arising from their ordinary negligence, but does not include any claims against the Released Parties to the extent the same arise from such Parties' gross negligence or willful misconduct.**

2) I hereby agree to indemnify, defend and hold harmless the Released Parties from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which result from or arise out of my participation in the aforementioned Program or arise out of my travel to or from the College, before, during, and after the Program, only to the extent that such claims do not arise from the gross negligence or willful misconduct of the Released Parties.

3) I acknowledge that College rules prohibit both the possession and/or use of alcohol, the possession and/or use of marijuana, and the illegal use and/or illegal possession of drugs within campus facilities, and that any violation of these rules by me may result in my immediate expulsion from the program without a refund of any fees I have paid in order to participate in the Program.

4) I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

5) I hereby acknowledge and accept that there are certain risks, including bodily injury and death, which could result from my participation in the aforementioned Program at the College. I further acknowledge and accept that the Program may cause me to play and perform with a musical instruments(s) and/or come into contact with electrical and computer equipment, or other music technology related equipment. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the College's permission to allow me to participate in the aforementioned Program.

6) I hereby consent to the use of my name and likeness in connection with any and all publicity and promotional activities related to the Program and my participation in it.

7) This Agreement will be governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict of law principles. I agree to submit to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts to resolve any disputes arising hereunder or related in any manner to my participation in the Program.

8) In signing this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provision, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.