

**TORONTO SONGWRITING SCHOOL SONGWRITER GETAWAY WAIVER AND RELEASE**

I, the undersigned (listed as the "*Participant*"), execute this Waiver and Release (the "*Waiver and Release*") in connection with my participation in the Songwriter Getaway (the "*Getaway*") described below. The Getaway is offered by Toronto Songwriting School, Murray Foster and Mary Krause.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including, but not limited to, suffering and/or death, whether foreseen or unforeseen, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Getaway, and all related activities incident thereto. "Related activities" means any and all matters and activities related directly or indirectly to the Getaway, including, but not limited to, travel to the Getaway destination, hotel and lodging at the destination, recreational activities, excursions, side trips, and any activity which takes place between my leaving home to the Getaway and my return. (The defined term "Getaway" shall include all "related activities".)

I recognize that there are many risks of injury, damage, or harm inherent in my participation in the Getaway, and that it is not possible to specifically list each and every individual risk. These risks may include: (a) risks, dangers and hazards inherent in engaging in travel; (b) risks and dangers caused by the negligence or willful acts of the owners, employees, officers or agents of the hotel, Getaway facility, or any guides (who are not affiliated with Toronto Songwriting School, Murray Foster or Mary Krause or by other participants in the Getaway); (c) risks inherent in traveling to a foreign country – e.g., war, terrorist attacks, communicable disease, muggings; and (d) natural dangers, such as tornadoes, earthquakes, or other natural disasters. I hereby expressly assume any and all risks (including but not limited to the foregoing risks) in attending and participating in the Getaway.

In exchange for the opportunity to participate in and attend the Getaway, I hereby release, waive, discharge and covenant not to sue Toronto Songwriting School, Murray Foster, Mary Krause, and their officers and current or former employees or agents (hereinafter referred to as "*Released Parties*") from any and all liability, claims, demands, actions and damage, or injury, including death, that may be sustained by me, while participating in the Getaway. I further hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or cost, including costs and attorney's fees that may be incurred due to my participation in the Getaway, whether caused by negligence of any of the Released Parties or otherwise. It is my express intent that this Waiver and Release shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver,

discharge and covenant not to sue the abovenamed Released Parties.

I have had an opportunity to ask questions and obtain information regarding the Getaway to my satisfaction. I subjectively understand the risks of my participation in the Getaway, and knowing and appreciating these risks, I voluntarily choose to participate, assuming all risks due to my participation. I warrant to the Released Parties that I have no physical, emotional, or psychological condition which would keep me from participating in and enjoying the benefits of the Getaway or which would cause me injuries or harm, and that I

have consulted with my medical doctor/advisor regarding my participation in the Getaway and have obtained his/her clearance to do so. I acknowledge and agree that the Released Parties are not responsible for providing any security while on the Getaway, and that I have conducted satisfactory due diligence into the country where the Getaway is held, and any lodging or hotel facilities there.

WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY ARISING FROM OR RELATING TO ANY INJURIES SUFFERED WHILE ON THE GETAWAY. THE RELEASED PARTIES WILL NOT BE LIABLE TO THE PARTICIPANT OR HIS OR HER HEIRS OR BENEFICIARIES FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY PARTICIPANT FOR THE GETAWAY.

I intend that if any term or provision of this Waiver and Release shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected.

The sole venue for any dispute regarding the Getaway (with respect to any injuries or damage suffered by me as a result of attending the Getaway) or with respect to this Waiver and Release, shall be governed by the laws of the Province of Ontario and the Ontario Superior Court of Justice. I hereby waive any objection or defense to such venue, including based on lack of personal jurisdiction, improper venue, forum nonconveniens or otherwise.

I AM OVER 18 YEARS OF AGE, HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE TO ITS TERMS. IT IS MY INTENTION TO WAIVE AND RELEASE THE RELEASED PARTIES FROM THE CLAIMS HEREIN RELEASED. I ACKNOWLEDGE THAT THIS RELEASE EXTENDS TO PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

**PARTICIPANT:**

\_\_\_\_\_  
SIGNATURE

PRINT NAME:

\_\_\_\_\_  
DATE

**Getaway Name / Dates:**