

APEX BAND BOOSTERS

**PROPERTY DAMAGE
WAIVER OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

The undersigned desires to allow their child _____ to participate in the Apex High School Marching Band and related activities being offered by Apex High School and the Apex Band Boosters during the 2008-2009 School Year. The Band Boosters, and volunteers of the Booster organization, may transport or handle instruments and/or equipment belonging to the undersigned or their child. The undersigned assumes all responsibility and risks related to property damage to their instruments or equipment in any way connected with these trips and related activities.

In consideration of The Apex Band Boosters the undersigned does for himself/herself, his/her heirs, executors, successors and assigns, release, waive, discharge and covenant not to sue the Apex Band Boosters, its officers, volunteers, agents, successors and assigns, of and from any and all Property Damage actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation arising out of, on account of, related to, or in any way connected with the undersigned's participation in this trip and related activities.

The undersigned agrees to all Rules and Regulations set forth by the State of North Carolina, The Apex Band Boosters, The Apex High School and the Wake County Public Schools.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign if voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same.

**THIS IS A RELEASE
READ BEFORE SIGNING**

Parent/Guardian

Date