Hold Harmless Agreement

The Great Lakes Wind Symphony and Affiliates
The Great Lakes Youth Wind Symphony
The Great Lakes Summer Winds Camps
23 Grant Street
Wellsboro, PA 16901

This Hold Harmless Agreement ("Agreement") is made effective on September 1, 2027, by and between The Great Lakes Wind Symphony and its affiliate Youth Wind Symphony and Summer Winds Camps, of 23 Grant Street, Wellsboro, Pa 16901, Wellsboro, Pennsylvania 16901 and Parent or Guardian whose signature is below on behalf of (minor student name) _____. The Great Lakes Wind Symphony and Parent or Guardian are sometimes individually referred to as "Party" (collectively, "Parties").

WHEREAS, Parent or Guardian agrees to hold harmless The Great Lakes Wind Symphony from any claims and/or litigation arising out of (student)_____ actions in connection with rehearsals, instruction, performances, uses of facilities, use of equipment or while engaged with the GLWS or its affiliate Youth Wind Symphony or Summer Winds Camps.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, The Great Lakes Wind Symphony and Parent or Guardian hereby agree as follows:

Hold Harmless. Parent or Guardian shall fully defend, indemnify, and hold harmless The Great Lakes Wind Symphony from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Parent or Guardian, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to The Great Lakes Wind Symphony for all legal fees, expenses, and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

Amendment. This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by all Parties.

Waiver. The failure of either Party to enforce any provision of this Agreement shall not be

construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Attorneys' Fees. If a legal suit, action, or proceeding, including arbitration, is brought by any Party to enforce or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages awarded, all costs associated with conducting the suit, action, proceeding, or arbitration and reasonable attorneys' fees.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties relating to such matters.

Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Governing Law. This Agreement shall be governed by the laws of Pennsylvania.

Signatures. This Agreement shall be signed on behalf of The Great Lakes Wind Symphony by Adam F Brennan, CEO, Great Lakes Wind Symphony, and on behalf of (student)_____by the undersigned and identified Parent or Guardian and effective as of the date first written above.

The Party A:
The Great Lakes Wind Symphony

Adam F Brennan, CEO, Great Lakes Wind Symphony

Signature_____

Date_____

The Party B:
Parent or Guardian
Print Name_____

Sign Name_____

Date: _____

Once signed, please send to the GLWS at GreatLakesWS44@gmail.com
This form must be on file before a student may take part in any and all associated activities.