

**2019 Eve of Janus
Waiver and Assumption of Risk**

Waiver: On behalf of myself, the participant on whose behalf I sign below, my heirs, next of kin, executors, administrators and personal representatives, I do hereby covenant not to sue, and, to the fullest extent allowed by Tennessee law, hereby unconditionally release, waive and discharge The Country Music Hall of Fame (“CMHF”) and its officers, directors, employees and agents and personal representatives, from any and all liability related to any and all claims arising during or related to participation in the Eve of Janus event at the Country Music Hall of Fame (the “Activity”). The foregoing applies to any and all claims and liabilities arising from the Activity, including, without limitation, those related to personal injury (including death).

Indemnification and Hold Harmless: I agree to hold harmless and indemnify CMHF from all claims (whether initiated by me or by a third party) and to reimburse CMHF for any expenses incurred by it as a result of my participation in the Activity. I further agree to pay all expenses, including court costs and attorneys’ fees, incurred by CMHF in investigating and defending a claim or suit resulting from my participation in the Activity.

Severability: I agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Waiver and Assumption of Risk agreement and fully understand its terms. I acknowledge and agree that: (1) I am giving up substantial rights, including my right to sue; (2) the waivers and releases herein shall apply to the negligent actions of CMHF and other attendees of the activity; (3) CMHF would not agree to my participation in the Activity but for my agreement to the terms and conditions set forth in this Waiver and Assumption of Risk agreement; (4) participation in the Activity carries inherent risks, and I freely assume such risks; and (5) I am signing the agreement voluntarily and without compulsion.

- (1) I, _____ (parent) understand that it is illegal in Tennessee for anyone under the age of 21 to consume alcohol, and I will in no way serve or aid my child, or any other person under the age of 21, in acquiring alcohol at the Eve of Janus Ball.
- (2) I, _____ (participant) will not acquire or consume alcohol or other illegal substances at any Eve of Janus-related event.
- (3) The CMHF and the Eve of Janus will employ security personnel and uniformed police officers to promote the security and safety of our underage participants. If minors are found to be drinking illegally, they will be escorted out of the Eve of Janus and they, and their parents, may be subjected to Metropolitan Nashville underage drinking laws. Parent initials _____ Participant initials _____

I hereby agree to all terms and conditions above:

Participant:

Parent:

Signature

Signature

Date

Date

Please print, sign and return form by June 15th to:

Carroll Kimball: 110 31st Avenue North, unit 602, Nashville TN 37203 or carroll.kimball@gmail.com