

## **HOST FAMILY WAIVER OF LIABILITY AGREEMENT**

### **WAIVER**

In consideration of our participation in the Interlochen School Break Homestay Program, we and our heirs, personal representative or assigns, do hereby covenant not to sue and forever generally release, waive, and discharge, Interlochen Center for the Arts ("ICA"), its officers, employees, agents, divisions, affiliates, attorneys, volunteers, successors, assigns, and insurers (collectively "Released Parties") from any and all liability, claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, including but not limited to the negligence or intentional acts of the School Break Homestay Program Student or anyone associated therewith, ICA, or any of the Released Parties resulting in personal injury, accident, illnesses and/or death and/or property loss, occurring during and/or arising from but not limited to our voluntary decision to participate in Interlochen School Break Homestay Program and temporarily host an Interlochen School Break Homestay Program Student.

### **ASSUMPTION OF RISKS**

Participation in Interlochen School Break Homestay Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken by ICA, its related entities, and the Released Parties to avoid injuries.

We have read this entire agreement and we know, understand, and appreciate these and other risks that are inherent in the Interlochen School Break Homestay Program. We hereby assert our hosting of an Interlochen School Break Homestay Program Student is voluntary and that we knowingly assume all such risks. We expressly understand and agree that ICA, its related entities, and the Released Parties are not responsible for any such risks related to our decision to host an Interlochen School Break Homestay Student.

### **INDEMNIFICATION AND HOLD HARMLESS**

We also agree to indemnify and hold ICA, its related entities, and the Released Parties harmless from any and all claims, actions, suits, procedures, costs, expense, damages and liabilities, including attorney's fees and costs brought as a result of our voluntary decision to host an Interlochen School Break Homestay Program Student and to reimburse ICA and the Released Parties for any such expenses incurred.

### **RULES**

We acknowledge that ICA's Student Handbook, Interlochen School Break Homestay Program requirements, and contracts shall apply during the duration of our hosting an Interlochen School Break Homestay Program Student.

We acknowledge that the participants shall be bound by Michigan and United States laws during the period of hosting an Interlochen School Break Homestay Program Student and that there shall be no alcohol, illegal drug use or possession of alcohol or illegal drugs by Student at any time.

We acknowledge that ICA shall not be responsible if Student breaks the law or violates ICA's Student Handbook, or any other agreement.

We acknowledge that these terms and conditions apply to all participants and that we shall report to ICA any violations whatsoever. If ICA finds Student breaking the law, violating ICA's Student Handbook, and/or engaging in inappropriate behavior, ICA may impose disciplinary action, including but not limited to, removal from Interlochen School Break Homestay Program family residence.

#### **SEVERABILITY**

We, the undersigned, expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, illegal or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### **ACKNOWLEDGMENT OF UNDERSTANDING**

We, the undersigned, have read this Agreement, fully understand its terms, and understand that we are giving up substantial rights, including our right to sue. We acknowledge that we are signing the Agreement freely and voluntarily, and intend by our signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**IN WITNESS WHEREOF, I (we) have read, understand, and acknowledge the above, and therefore execute this Agreement.**

Signature of Host Family: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature of Host Family: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_