

Hold Harmless Agreement

This Hold Harmless Agreement is made effective on _____ by and between Cheryl A Lockett, referred to as "Service Provider" and/or "Teaching Artist" of 1812 Canal Street, Merced, CA 95340 and _____ (List full name and address and title of responsible student/client being served), hereafter respectively referred to as the "Client", which is an individual(s) who is either a student, parent or caregiver of the client or individuals being served. Cheryl A Lockett and the Client may sometimes individually be referred to as "Party" and collectively referred to as the "Parties."

Cheryl A. Lockett will be performing the following services at a voice and fine art studio located at 1812 Canal Street in Merced, California, as a teaching artist of music and fine art. WHEREAS, while teaching and presenting the fundamental elements of singing, vocal stylization, piano, guitar, rhythm, drawing, painting, and making percussion instruments in the form of private and group workshop sessions; and WHEREAS, in consideration of the mutual covenant and conditions contain herein, the undersigned and all members of their family, group or constituents visiting or commissioning the services provided within the voice and fine art studios hereby agrees to hold harmless, Cheryl A Lockett, her officers, employees, volunteers, all sponsoring agencies, organizations and their respective agents and employees, heirs, successors, and assigns free and clear from any and all actual or alleged claims, demands and causes of action, liability, loss, damages and/or injury (to property or persons, including without limitation wrongful death), and/or litigations, 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 or incident to any acts, omissions, negligence, or willful misconduct arising out of artistic services and performances of the work providing these services. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to Cheryl A. Lockett for all legal expenses and costs incurred by it.

NOW THEREFORE, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right to custom, estoppel, or otherwise. 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 related to such matter. This Agreement shall be governed by the laws of the California and shall be signed by Cheryl A. Lockett, Teaching Artist, Client (student, parent, guardian or caregiver) and effective as of the first date above written.

IN WITNESS WHEREOF, each party hereto, warrants that the individual has set their hands on the date herein below set forth have legal power, to right, and authority to make this agreement and bind each respective party.

Signed By: _____
Cheryl A. Lockett, Teaching Artist

Signed By: _____ Print Name: _____
Client (student, parent, guardian or caregiver):