



**** FOR THE SCHOOL****

My name is _____ [PRINT NAME] and I am an authorized party to execute this release on behalf of _____ [NAME OF SCHOOL] ("The School" herein)

The School hereby releases and holds harmless for any and all purposes, The Ray Charles Memorial Library and The Ray Charles Foundation and all their respective officers, directors, employees, attorneys, agents and other parties acting on behalf of such parties ("The Released Parties" herein, jointly, collectively and individually) from any and all liabilities, claims, demands, injuries (including death) or damages, including court costs and attorney's fees and expenses, that may be incurred as a result of any tour of The Ray Charles Memorial Library or The Ray Charles Foundation or while in the building, parking lot or other areas connected or related to the building in which The Ray Charles Memorial Library and The Ray Charles Foundation are located or while on the way to or from such tour including but not limited to as a result of sole negligence, joint or concurrent negligence, negligence per se, statutory fault, strict liability or other legal bases for liability or any other claims, demands, actions or causes of action of whatsoever nature. The School hereby expressly covenants and agrees to refrain from bringing suit or other proceedings at law or in equity or otherwise against any of The Released Parties on account of any and all such claims, demands, actions or causes of action and that the within provisions shall survive the termination of the said tour. The foregoing release shall be effective whether or not any formal legal proceedings are commenced.

The School acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes in good faith to be true with respect to the subject matter of this agreement, and The School hereby agrees that the within release shall remain valid and effective notwithstanding the discovery of any such additional or different facts and The School hereby acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The School hereby waives and relinquishes any rights and benefits which The School may have under Section 1542 of the Civil Code of the State of California and any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent that The School may lawfully waive all such rights and benefits.

NAME OF SCHOOL

AN AUTHORIZED SIGNER

DATE