

**HIGH DESERT PIPES AND DRUMS  
MEMBER APPLICATION / HOLD HARMLESS AGREEMENT**

Date \_\_\_\_\_ email address \_\_\_\_\_

NAME \_\_\_\_\_ address \_\_\_\_\_  
\_\_\_\_\_

Date of Birth (if under 18) \_\_\_\_\_ contact phone # \_\_\_\_\_

Reason I want to join the band:

\_\_\_\_\_  
\_\_\_\_\_

Other instruments played;

\_\_\_\_\_

**RELEASE AND HOLD HARMLESS AGREEMENT AND CONSENT TO USE  
PHOTOGRAPHS**

I, the undersigned, fully understand that participation in band events, including but not limited to practices, performances, travel and social gathering, entails certain risks and requires certain standards of behavior. I also fully understand that High Desert Pipes and Drums, its officers, directors, sponsors, boosters, and volunteers are unwilling to assume the many risks associated with organizing and directing high Desert's participation in these band events and would not agree to do so without the band members' unqualified promise to assume these risks and to abide by certain standards of behavior.

Therefore, in consideration of the agreement of High Desert Pipes & Drums, its officers, directors, sponsors, boosters, and volunteers, to organize and direct High Desert's participation in band events, including by not limited to practices, performances, travel, and social gatherings, and of their permission for me to participate in such events, I do hereby RELEASE, on behalf of myself, my agents, directors, sponsors, boosters, and volunteers, from all liability for any and all claims or losses of any kind or nature whatsoever arising out of or in any way connected with my participation in band events, including but not limited to practices, performances, and social gatherings. I further agree to abide by High Desert's policy regarding Use of Illegal Drugs and Underage Drinking. In addition, I hereby agree to, and shall at my own expense, INDEMNIFY and HOLD HARMLESS High Desert Pipes & Drums, its officers, directors, sponsors, boosters and volunteers from any and all claims or losses of every kind and nature whatsoever, arising out of or in any way connected to any loss or injury to a third party of the property of a third party, which loss or injury may be caused wholly or in part by me.

**THE LANGUAGE OF THIS RELEASE IS SPECIFICALLY INTENDED AND INCLUDED TO RELEASE HIGH DESERT PIPES & DRUMS, ITS OFFICERS, DIRECTORS, SPONSORS, BOOSTERS, AND VOLUNTEERS, FROM ANY AND ALL LIABILITY THEY OR ANY OF THEM MIGHT OTHERWISE HAVE AS A RESULT OF ACCIDENTS OR OF THEIR NEGLIGENT ACTS OR OMISSIONS, and it is my affirmative desire to bear all risks connected with my presence at and participation in band events. The terms of this RELEASE AND HOLD HARMLESS AGREEMENT are contractual; I have read the contents thereof, and all of the declarations and agreements have been made by me intentionally, willingly, and with full understanding of their meaning.**

**I agree that if I should default in the performance of the terms of this Agreement, High Desert Pipes & Drums may suspend or terminate my membership in High Desert, whereupon I shall immediately return, in good condition, normal wear and tear excepted, any and all band property in my possession, and I further agree that High Desert's officers, directors, sponsors, boosters, and volunteers, or any of them, may recover from me reasonable attorneys' fees and other expenses incurred in enforcing their rights hereunder and/or in defending themselves against claims made by me. I agree that any legal or equitable action concerning the performance or enforcement of the Agreement shall be brought in the Second Judicial District Court, Bernalillo County, New Mexico, and that this Agreement shall be governed by the laws of the State of New Mexico.**

**I further agree that High Desert Pipes & Drums may publish, without my further consent and without compensation to me, any photographs or videos of me or in which I appear, which photographs or videos were taken during my participation in any band events.**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date signed

\_\_\_\_\_  
Printed name

If minor: Parents signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

**Annual Membership dues are \$25.00 a year and expire on the 31<sup>st</sup> of December each year. Dues are not prorated.**

**Dues: \$25.00      Paid \_\_\_\_\_      Received by \_\_\_\_\_**