

MUSIC WITH ALICE!

CLASS/EVENT PARTICIPATION LIABILITY WAIVER AND PHOTO CONSENT

I agree to waive Music with Alice, and owner Alice Hardin, of all claims for personal injury or property damage that may arise from use of the facilities before, during, or after Music with Alice classes. I also accept responsibility for my safety and the safety of my children or the children in my care at the location before, during, and after Music with Alice classes.

PLEASE READ THE FOLLOWING DISCLAIMER CAREFULLY:

CANCELLATION POLICY

We do not offer refunds for Music with Alice classes after 48 hours of purchasing, only credit to be used towards future semesters or other Music with Alice offerings. Credited monies must be used within 6 months of cancellation. Certain class times offered may be canceled due to under-enrollment. In this case, you will be transferred to your 2nd class choice. In the rare event of teacher illness, a class may be canceled and rescheduled, and a special 'make-up' day will be scheduled within two to three weeks of the canceled class on a separate day. If you cannot make it to this rescheduled class day, you may add an extra make-up class to your allotted number of 'make-up' classes for the semester and use it at any scheduled class within the semester (please email at least 24 hours in advance to confirm.) No refunds will be offered for teacher sick days.

TERMS AND CONDITIONS

Music with Alice owner and teacher Alice Hardin strives to provide high quality music classes to and for young children and parents and/or caregivers. Music with Alice teacher and owner Alice Hardin cannot protect your children or yourselves from unexpected illness or circumstances due to your health status. We also do not own, maintain, or guard the premises on which Music with Alice classes and events take place. We cannot safeguard your person or property before, during or after class. We hope that you will participate mindful of your health, person and surroundings. We ask you to acknowledge the following statements for yourself and your child by signing your name at the end of this form.

1. A certain level of fitness may be required for participation in instruction. Each student, by and through his or her parent(s), each parent and each caregiver certify that each is in good health and has no known medical condition that could endanger their own well-being of others in the program. Each certifies that

she/he/they have consulted with a physician and determined that participation does not jeopardize his/her/their health.

2. The premises at which instruction is provided, is not owned, inspected, maintained, or controlled by Music with Alice, its teacher and owner Alice Hardin. Each child, parent and caregiver hereby release, and for him/herself and on behalf of the student if he/she is a minor, waive and discharge Music with Alice, Alice Hardin, respective teachers, employees, agents, assignees and other related entities from any and all liability for any and all loss or damage and any claim for loss or damages arising from the participation or attendance at this premise, to property or per person, even injury or loss or claim which arises out of the condition of the premises, whether such condition is known or unknown. Each participant inspected the location and was satisfied with the premises' condition.

3. Each child, parent and caregiver or other participants in consideration for participation in the instruction provided by Music with Alice, individually hereby releases, and for him/ herself and on behalf of the student if he/she is a minor, waves and discharges Music with Alice, Alice Hardin, respective contractors, employees, agents, assignees and other related entities, from any and all liability for any and all loss or damage to property or to person and any claim which could not have been anticipated at the time of enrollment or any and all future Music with Alice classes or events attended.

PHOTO/VIDEO CONSENT FORM ☐

By checking the box, I grant Music with Alice and its representatives the right to take photographs and video of me and/or my child in connection with the Music with Alice website and promotional material. I authorize Music with Alice, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Music with Alice may use such photographs of me and/or my child with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, social media and web content.

INJURY LIABILITY

Parents, caregivers, legal guardians of minor students and adult students waive the right to any legal action for any injury sustained at a Music with Alice class location, resulting from normal music class activity or any other activity conducted by the students before, during or after class, event or activity. In consideration of participating in Music with Alice I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity. I hereby release, discharge, and covenant not to sue Music with Alice, its administrators, directors, agents, officers, volunteers, teachers and employees, other participants, and sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all

liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. I have read the LIABILITY WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT

AND I, the minor's pactivitiesaregiver and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim. By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Music with Alice activities and events organized by Music with Alice. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

X
