



Northern San Diego County Branch

Affiliated with the
Music Teachers' Association of California

**PARENT CONSENT, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
FOR MTAC AND MTAC BRANCH PROGRAMS**

August 1, 2023 to July 31, 2024

This form must be completed, signed, and submitted in order for the student to participate in MTAC and MTAC Branch programs. Please email this completed form to nsdmtac@gmail.com. This form only needs to be filled out once every school year (August to July).

STUDENT INFORMATION

Student's Name (First, Middle Initial, Last): _____ Birth Date (MM/DD/YY) _____

Address: _____ City: _____ Zip: _____ Gender: M F Age: _____

PARENT/LEGAL GUARDIAN INFORMATION (for students under age 19)

Name: _____ Home Phone: _____ Mobile: _____

Address: _____ Email: _____ Work: _____

AGREEMENT

IN CONSIDERATION of my child's participation in any way in the activities and programs provided by the Music Teachers' Association of California (MTAC) and/or its affiliated Branches (MTAC Branches), I hereby agree to the following:

- Parent Consent.** As Parent/Legal Guardian of my child, I give my full consent and approval for my child to participate in the programs and activities of the MTAC and MTAC Branches ("MTAC /Branch Program(s)").
- Rules and Regulations.** As Parent/Legal Guardian of my child, I have informed myself and my child of the nature of MTAC/Branch Programs, and the applicable rules and regulations. I understand that any violation of the rules and regulations may result in dismissal and/or restriction from participation in future MTAC/Branch Programs.
- No Representation or Warranty.** MTAC and MTAC Branches make no warranty or representation regarding any of the MTAC/Branch Programs provided to Participants, including parents, students, and teachers. MTAC and MTAC Branches are not responsible or liable for the success or results of any Participant in any MTAC/Branch Program.
- RELEASE; WAIVER OF LIABILITY; INDEMNITY.** MTAC and MTAC Branches are non-profit organizations primarily administered by volunteers. I fully understand that my child's participation in MTAC/Branch Programs may involve inherent risks of accident, damage, or injury, and I fully accept and assume all such risks and responsibility that I or my child may incur as a result of participation. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE MTAC OR MTAC BRANCHES, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, VOLUNTEERS, AND EMPLOYEES (EACH OF THEM, "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO MY OR MY CHILD'S, PARTICIPATION IN MTAC/BRANCH PROGRAMS, WHETHER BASED IN CONTRACT OR TORT, INCLUDING ACTUAL, COMENSATORY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. If, despite the Release and Waiver, anyone makes a claim against any of the Releasees, I agree to indemnify, defend, and hold harmless the Releasees from any and all claims, demands, losses, attorneys' fees, costs, liabilities or damages against MTAC and MTAC Branches arising out of my or my child's participation in MTAC/Branch Programs.
- Arbitration; Limitation of Monetary Damages.** In the event of a claim or disagreement ("Dispute") arising from this Agreement or my child's participation in MTAC/Branch Programs, the parties shall use their best efforts to settle the Dispute. If they do not reach such solution within sixty days, then upon notice by either party to the other, all Disputes shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court jurisdiction thereof. I fully understand and agree that as a condition of my or my child's participation in MTAC/Branch Programs, I shall not be entitled to recover any monetary damages against Releasees in tort or contract, except to a maximum amount determined by an arbitrator which shall not exceed the amount of the applicable participation fee.
- No Child Care.** I understand that MTAC and MTAC Branches do not provide child care or supervision before or after MTAC/Branch Programs. I understand that is my sole responsibility to drop-off and pick-up my child in a timely manner, and/or to arrange such transportation with a designee that I have authorized.
- Mask Policy due to COVID 19.** Our mask policy is as follows: Facemasks are currently optional for all events.
- Media Consent.** I consent and authorize MTAC and MTAC Branches to capture, use, reproduce, and distribute images, video, and audio recordings my child, including his/her musical performance or quoted statements, for promotional and educational purposes. I agree that use of such images and recordings may personally identify my child by name, unless I notify MTAC or MTAC Branches otherwise in writing, and are without any compensation to me or my child. I agree to waive and release any and all claims related to the use of these images and recordings. MTAC owns the sole copyright to the images and recordings taken by MTAC.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY CHILD BY SIGNING IT. I HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THEN THE REMAINING PORTIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

Parent/Legal Guardian Signature: _____ Date: _____

Print Parent/Legal Guardian Name: _____