

## Community Outreach Recital Application

Student's Name \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ CM Level \_\_\_\_\_

Instrument \_\_\_\_\_ Request MTAC Verification  Yes  No

Teacher \_\_\_\_\_ Phone Number \_\_\_\_\_

Recital Date \_\_\_\_\_ Recital Location \_\_\_\_\_

Recital Piece \_\_\_\_\_

Composer \_\_\_\_\_ Time \_\_\_\_\_

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This form must be completed, signed, and submitted first in order for the student to participate in MTAC and MTAC Branch programs.

**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: \_\_\_\_\_

**EMERGENCY CONTACT PERSON(S)**

Name	Address	Phone	Relationship to Child
_____	_____	_____	_____

**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's affiliate Branches ("MTAC Branches"), which may be operated by MTAC, MTAC Branches, or both ("MTAC Programs").
- Rules and Regulations.** As Parent/Legal Guardian of my child, I have informed myself and my child of the nature of MTAC 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 Programs.
- No Representation or Warranty.** MTAC and MTAC Branches make no warranty or representation regarding any of the MTAC Programs provided to Participants, including parents, students, teachers, and MTAC members. MTAC and MTAC Branches are not responsible or liable for the success or results of any participant in any MTAC Program.
- Medical Consent.** In case of an emergency involving me or my child, I understand that efforts will be made to contact listed as the emergency contact person. In the event this person cannot be reached, I consent to MTAC and MTAC Branch supervising personnel to arrange for and secure proper treatment, including transportation or hospitalization if necessary, to me or my child, which is deemed advisable by, and is rendered under the general or special supervision of, any physician or surgeon licensed under the provisions of the California Medical Practice Act on the medical staff of any hospital. I understand that MTAC and MTAC Branches are not responsible for the costs incurred for any medical care provided.
- No Child Care.** I understand that MTAC and MTAC Branches do not provide child care or supervision before or after MTAC 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 trusted adult care-giver whom I have authorized.
- ASSUMPTION OF RISK; WAIVER OF LIABILITY; RELEASE; INDEMNITY.** MTAC and MTAC Branches are non-profit organizations primarily administered by volunteers. I fully understand that me or my child's participation in MTAC 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 AND/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 PROGRAMS, WHETHER BASED IN CONTRACT OR TORT, INCLUDING RELEASEES' NEGLIGENCE, AND INCLUDING ACTUAL, COMPENSATORY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THIS RELEASE AND WAIVER INCLUDES CLAIMS, WITHOUT LIMITATION, OF NEGLIGENCE OF MTAC AND/OR MTAC BRANCHES. If, despite this 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/or MTAC Branches arising out of me or my child's participation in MTAC Programs.
- Arbitration; Limitation of Monetary Damages.** In the event of a claim or disagreement ("Dispute") arising from this Agreement or me or my child's participation in MTAC Programs, I agree that the parties shall use their best efforts to settle the Dispute. If we do not reach a solution within sixty (60) 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 having jurisdiction thereof. I fully understand and agree that as a condition of my or my child's participation in MTAC 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, original participation fee actually paid.
- 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: \_\_\_\_\_