



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
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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 (a "Participant") to participate in the programs and activities, including virtual programs and activities held on the MTAC website (the "Site"), of the MTAC and MTAC Branches ("MTAC /Branch Program(s)").
- Rules and Regulations.** As Parent/Legal Guardian of Participant, 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.
- Prohibited Conduct.** MTAC prohibits the following conduct by MTAC /Branch Program Participants: (a) use of profane and abusive language; (b) use of language that is threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, violent, pornographic, libelous, or racially, sexually, ethnically, or otherwise objectionable; (c) conduct that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; (d) that copies, stores, hosts, transmits, sends, uses, publishes or distributes any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software; (e) any systematic or automated data collection activities (including without limitation recording, scraping, data mining, data extraction, and data harvesting) on or in relation to the Site without MTAC's express written consent; (f) transmission of any unsolicited commercial communications; (g) distribution or transmission of any of Session content; (h) distribution or transmission of any of the Participants' personally identifiable information, including but not limited to Participants' names, email addresses, personal likeness, and/or voice recording; (i) posting or displaying any violent or sexually explicit images; and (j) use of the Site for any purposes related to marketing without MTAC's express written consent (collectively, "Prohibited Content"). Participants who engage in any Prohibited Conduct will immediately be removed from the MTAC /Branch Program in which he or she is participating, and will be prohibited from attending any additional MTAC /Branch Programs. For the avoidance of doubt, whether or not a Participant has engaged in any Prohibited Content shall be determined, in its sole and absolute discretion, by MTAC or the relevant MTAC Branch.
- No Representation or Warranty.** None of MTAC/MTAC Branches, their respective directors, officers, agents, members, volunteers, affiliates and/or employees (collectively, the "MTAC Parties"), make any warranty and/or representation whatsoever regarding any MTAC /Branch Program. 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, injury, or, with respect to virtual programs, the risk that a Participants personally identifiable information may be disclosed to unauthorized third parties through a data security breach 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 PARTIES (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 ANY MTAC PARTIES' NEGLIGENCE, AND INCLUDING ACTUAL, COMENSATORY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. If, despite the release and waiver above, 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 any MTAC Party arising out of, or related to, 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 participation fee of the applicable MTAC/Branch Program.
- 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.

8. **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, in any manner and in any media, now known or later developed, throughout the world, at any time, for publishing or promoting and publicizing MTAC Parties and any of their products and services, without review, permission or compensation of any amount or kind whatsoever. 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. I agree to waive and release any and all claims related to the use of these images and recordings. I hereby acknowledge and agree that MTAC (and any MTAC Party authorized by MTAC) shall have complete ownership of any recording, product, copy, presentation or other material or file containing or featuring my child (each, a "Product"), including copyright interests, and I acknowledge I have no interest or ownership in any Product (or any portion thereof) or its copyright. This consent and authorization includes, without limitation, the right for the MTAC Parties to edit, abridge, augment, title, or create a compilation from any one or more of my child's performances/participation in any MTAC/Branch Program, in whole or part, as any MTAC Party may elect in its sole discretion.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT (A) THE MTAC PARTIES HAVE PROVIDED ME WITH THE OPPORTUNITY TO ASK AND HAVE ANSWERED EACH QUESTION AND/OR CONCERN OF MINE WITH RESPECT TO THIS AGREEMENT AND MTAC/BRANCH PROGRAM(S), (B) I HAVE HAD THE OPPORTUNITY TO SEEK ADVICE AND COUNSEL FROM ANY AND ALL PARTIES I'VE DEEMED NECESSARY TO ENTER INTO THIS AGREEMENT, AND (C) I HAVE READ THIS AGREEMENT COMPLETELY, AND IN ITS ENTIRETY (INCLUDING ALL RULES, POLICIES AND OTHER MATERIAL REFERRED TO AND THEREFORE INCORPORATED HEREIN), AND I FULLY UNDERSTAND IT, AGREE TO BE BOUND BY ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. THIS WAIVER AND RELEASE SHALL BE BINDING UPON ME, MY HEIRS, ESTATE, EXECUTORS AND/OR REPRESENTATIVES.

Parent/Legal Guardian Signature: _____ Date: _____

Print Parent/Legal Guardian Name: _____ Date: _____