



**MTAC Stanislaus County**  
 Affiliated with the  
 Music Teachers' Association of California

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

STANISLAUS  
 COUNTY BRANCH

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

**STUDENT INFORMATION**

Student 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 \_\_\_\_\_

**EMERGENCY CONTACT PERSON**

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:

1. **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))".
2. **Rules & 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.
3. **No representation or Warranty.** MTAC and MTAC Branches make no warranty or representation regarding any of the MTAC/Branch 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.
4. **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 CONVEYANT 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 COMPENSATORY, 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, attorney's fees, costs, liabilities or damages against MTAC and MTAC Branches arising out of my or my child's participation in MTAC/Branch programs.
5. **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 judgement on the award rendered by the arbitrator(s) may be entered in any court jurisdiction thereof. I fully understands 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 determine MTAC/Branch programs ed by an arbitrator which shall not exceed the amount of the applicable participation fee.
6. **No Child Care.** I understand that MTAC and MTAC/Branch programs do not provide child care or supervision before or after MTAC/Branch Programs. I understand that it 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.
7. **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 YNDERSTAND 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 I FULL FORCE AND EFFECT.

Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**PRINT** Parent/Legal Guardian Name: \_\_\_\_\_