

Music For All -Release of Liability

THIS FORM MUST BE COMPLETED BY AN ADULT. PLEASE ENTER PARENT OR LEGAL GUARDIAN'S EMAIL BELOW

READ CAREFULLY THIS FORM AFFECTS YOUR LEGAL RIGHTS

Email*

Parent/Guardian Name*

Student's name*

Parental Consent for media and photography etc.*

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably consent to the inclusion of the above named student's appearance in The Music-ForAll Website (www.music-forall.org) currently entitled "Nursing Home performances." Live Music for Seniors, Virtual Video Library for Seniors, CDProjects, Piano accompanists for the events. Any music event, its successors, assigns, licensees, affiliates, agents, officers and employees, may without restriction utilize, distribute, broadcast, exhibit, modify, copy, create derivatives of and/or otherwise use the student's appearance, name and likeness, in whole or in part, in any and all manner and media now known or hereafter devised, in all languages, in perpetuity. I warrant and represent that I am the parent and/or legal guardian of the student, and that I am free to enter into this Release.

*

I acknowledg_____ (please check)

Address*

City*

State*

Zip Code*

Phone Number*

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Music For All, or representatives or agents of The Music For All.

I agree_____ (please check)

Other: _____

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) any minor children under the age of 18 in my family or care, and further release and discharge the Music For All for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Music For All or participation in Music For All events, whether caused by the fault of myself, my family, Music For All or other third parties.

*

I acknowledge _____ (please check)

3. INDEMNIFICATION. I agree to indemnify Music For All against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Music For All or participation in Music For All events. *

*

I agree _____ (please check)

4. FEES. I agree to pay for all damages to the facilities of Music For All caused by any negligent, reckless, or willful actions by me or any minor children under the age of 18 in my family or care.

*

I agree _____ (please check)

5. CONSENT. I consent to the participation of my son or daughter in the activity of Music performance, CD recording and packaging, video recording, seniors facilities interviews or individual or group mentoring music or reading lessons, and agree on behalf of my child to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of above mentioned child.

*

I consent. _____(please check)

6. APPLICABLE LAW. I acknowledge any legal or equitable claim that may arise from participation in the above shall be resolved under Virginia law.*

I acknowledge _____(please check)

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Music For All has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

*

I agree _____(please check)

8. ARM'S LENGTH AGREEMENT. I acknowledge this agreement and each of its terms are the product of an arm's length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. *

*

I acknowledge _____(please check)

9. ENFORCEABILITY. I understand that the invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement. *

*

I consent _____(please check)

10. ARBITRATION. I understand any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.*

*

I understand _____(please check)

11. EMERGENCY CONTACT. In case of an emergency, please contact the following person: (please provide any contact details you wish below)

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