



Rivendell Music Academy

RivendellMusicAcademy.com

dylan@rivendellmusicacademy.com

(949) 500 - 3238

PARENTAL CONSENT, RELEASE, WAIVER OF LIABILITY,
ASSUMPTION of RISK and INDEMNITY AGREEMENT
for PARTICIPATING CHILD/CHILDREN

In consideration of my minor child/children being permitted to enter and/or use the facilities of Rivendell Music Academy, I, on behalf of my child/children and myself, personal representative(s) and assigns, hereby warrant, represent and agree as follows:

1. My minor child/children, as listed below, has/have my full permission to enter and use the facilities, equipment and services available at Rivendell Music Academy and to engage in all activities associated with Rivendell Music Academy.

2. I represent and warrant that my child/children has/have no physical, health related or other problems which would preclude or restrict his/her/their participation in Rivendell Music Academy Studios or otherwise render his/her/their participation dangerous or harmful to him/her/them or others. I further represent and warrant that my child/children has/have adequate medical, health and other insurance coverage to participate in Rivendell Music Academy.

3. I fully recognize and understand that Rivendell Music Academy is a music lessons studio that caters to the needs of young musicians, ages 4 through 18, while offering a professional space for the seasoned adult musicians as well. I understand, therefore, that children of varying ages and adults may be using the Rivendell Music Academy facilities during the same time periods as my child/children. I also understand that rehearsal studios generally contain a substantial amount of equipment, including, without limitation, amplifiers, recording equipment and other electrical equipment with wires.

4. I fully recognize and understand that participation in any activities involving children can potentially be dangerous and that there are risks and hazards, both minor and serious, associated with participation in Rivendell Music Academy-related activities. I also understand that children may engage in potentially dangerous acts such as, without limitation, horseplay, running, climbing on or jumping from equipment, turning volume to unsafe levels, etc.

5. Knowing the dangers, hazards and risks associated with Rivendell Music Academy, and with sufficient knowledge of my child's/children's physical condition(s) and limitations, if any, I voluntarily accept and assume all responsibility and risk of loss, damage, illness, injury,

and/or disability, which my child/children may sustain as a result of using Rivendell Music Academy's facilities or participating in any Rivendell Music Academy-related activities, even if caused or alleged to be caused, in whole or in part, by the negligence of the Releasees named below.

6. To the fullest extent permitted by law, I hereby forever release, discharge, and covenant not to sue Rivendell Music Academy and its past and present owners, officers, agents, representatives, employees, contractors, successors and assigns (collectively, the "Releasees") from any and all liabilities, claims, demands and causes of action of any kind on account of any loss, damage, illness, injury, disability and/or death to me, my child/children, and/or my child's/children's personal representatives, assigns, heirs, and next of kin, and/or their property, arising out of or related in any way to my child's/children's participation in Rivendell Music Academy and/or Rivendell Music Academy-related activities, including without limitation any loss, damage, illness, injury and/or disability caused or alleged to be caused, in whole or in part, by the negligence, mistake or other action or inaction of the Releasees.

7. If, despite the above release, I, my child/children, or anyone in my child's/children's behalf, makes any claim(s) against any of the Releasees, I agree to defend, indemnify, save and hold harmless the Releasees and each of them, from any loss, damage, liability or cost, including without limitation any litigation expenses or attorney fees, which Releasees may incur due to any claim made against any of the Releasees, whether the claim(s) are based on the negligence of the Releasees or otherwise.

8. I agree that my child/children must abide by all rules and regulations applicable to participation in Rivendell Music Academy. I will discuss with my child/children the rules and regulations applicable to participation in Rivendell Music Academy, and the importance of abiding Thereby.

9. Should my child/children require emergency medical treatment or first aid as a result of illness or injury associated with Rivendell Music Academy or related activities, I consent to such first aid an/or treatment and agree to pay of any and all related medical and hospital expenses associated with such treatment.

10. I agree to be responsible for any loss or damage to equipment and other property of Rivendell Music Academy caused directly or indirectly by my child/children. I agree to reimburse Rivendell Music Academy the full replacement or repair cost of any such equipment or other Rivendell Music Academy Studios property within 10 days of any such loss or damage. I understand that much of the equipment and other Rivendell Music Academy property that my child/children will use and/or have access to are expensive and delicate, and I will therefore instruct my child/children as to the importance of treating such equipment with great care and only in accordance with the ways in which it was intended to be used.

11. I authorize Rivendell Music Academy permission to photograph, film, tape or record my child using Rivendell Music Academy rehearsal space. I understand that Rivendell Music Academy may chose to use

photographs or video of my child for advertising or promotional purposes. By signing this release I give full permission and agree to waive all copyright and future considerations.

12. Rivendell Music Academy staff and parents/legal guardians of children in my child's or children's classroom(s) will be able to view my child. The images, including photographs and video, taken by cameras in my child's or children's studio or elsewhere on Rivendell Music Academy's premises may be preserved by the staff at Rivendell Music Academy without additional notice to me. Moreover, there is a risk that the webpage/website may be accessed by unauthorized personnel despite reasonable security efforts by Rivendell Music Academy. Unauthorized access of the webpage/website could result in images or video of my child being used in unintended ways.

13. I KNOWINGLY AND FREELY ASSUME, FOR MYSELF AND ON BEHALF OF MY CHILD, ALL RISKS OF UNAUTHORIZED ACCESS OF Rivendell Music Academy WEBSITE/WEBPAGE, PHOTOGRAPHY AND VIDEO FOOTAGE both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons and entities released from liability below, and I assume full responsibility for my child or my children being photographed, filmed, taped and his/her/their images being broadcast or shared via the internet through Rivendell Music Academy's secure website.

14. If I have any questions or observe anything unusual or dangerous while viewing my child's or children's studio classroom(s) via Rivendell Music Academy website/webpage, I will promptly advise Rivendell Music Academy.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ AND FULLY UNDERSTAND, IN ITS ENTIRETY, THIS INFORMED PARENTAL CONSENT, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS I AND/OR MY CHILD/CHILDREN WOULD OTHERWISE HAVE, AND I SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Participating Child's Name: _____ Age: _____

Participating Child's Name: _____ Age: _____

Parent/Guardian Email: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian Having Care Date and Custody of Participating Child/Children:
