

Accident Waiver and Release of Liability Form

Hearts for Music Inc, Special Needs Orchestra

For purposes of this Accident Waiver and Release of Liability Form (the “**Release**”), the following persons are the “**Released Parties**”: i.) **Hearts for Music Inc., Therapy and Wellness Connection, Musical Fingers, LLC, and Hilltop Christian Church of Mantua Ohio** (collectively the “**Entities**”); ii.) The directors, officers, employees, volunteers, representatives, and agents of the Entities; and, iii.) Any person who holds or sponsors an activity or event, or who volunteers or otherwise works at an activity or event, for or on behalf of or in conjunction with any of the Entities.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN any and all events or activities sponsored, organized, promoted, undertaken, or conducted by or on behalf of the Released Parties (said events and activities referred to herein as the “**Activities**”), including but not limited to those activities involving or related to the **Hearts for Music Inc. Special Needs Orchestra** (the “**Orchestra**”).

By way of example and not limitation, this Release extends to and in includes, but is not limited to, any and all risks that may arise from negligence or carelessness on the part of the Released Parties, from dangerous or defective equipment or property owned, maintained, or controlled by the Released Parties, or because of any liability that a Released Party might otherwise incur or suffer even if acting without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised by a qualified medical professional to not participate. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that: i.) This Release will be used and relied upon by the Released Parties in connection with any and all Activities; and, ii.) This Release will govern my actions, rights, and responsibilities in connection with any and all Activities and any litigation arising out of or related to such Activities.

In consideration of the Released Parties allowing me to participate in the Activities, I hereby promise and/or undertake for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **I WAIVE, RELEASE, AND DISCHARGE** the Released Parties from any and all liability arising out of or related to any and all Activities, including but not limited to any and all liability for damages, harms, or losses that I might suffer due to: i.) Negligence or fault of the Released Parties; or, ii.) Death, disability, personal injury, property damage, property theft, or actions of any kind that might hereafter occur to me, including but not limited to losses or injuries that I might suffer during any Activity or when travelling to or from any Activity.

(B) **I WILL NOT SUE** the Released Parties for or in connection with any liability, loss, harm, injury, damage, or claim that I am releasing pursuant to, or that is covered by, this Release.

(C) **I WILL INDEMNIFY AND HOLD HARMLESS** the Released Parties from and in connection with any and all liabilities, damages, losses, claims, costs, expenses, and fees (including but not limited to reasonable attorney fees) that the Released Parties might suffer from or as a result of: i.) My participation in any Activity; and, ii.) Any suits, claims, or proceedings that I might bring or prosecute in connection with any liability, loss, harm, injury, damage, or claim that I am releasing pursuant to, or that is covered by, this Release.

I acknowledge that the Released Parties are **NOT** responsible for the errors, omissions, acts, or failures to act of any person or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including but not limited to participants in, volunteers at, monitors or supervisors of, and/or producers or organizers or sponsors of an Activity. These risks are not only inherent to participants, but might also be present for volunteers and paid staff.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during an Activity.

I understand that I might be photographed or videoed while participating in an Activity. The Released Parties may use my image or likeness, and any photos or videos of me, for any legitimate purpose that is intended to publicize or promote any Activity or any Released Party's role in or sponsorship of an Activity.

This Release shall be construed broadly to: i.) Provide the Released Parties with the maximum release from liability allowed by law; and, ii.) Cause me to waive my claims and rights to the maximum extent allowed by law.

I Certify That I Have Read This Document and That I Fully Understand Its Content. I Am Aware That This Is a Release of Liability and a Legally Binding Document and I Sign It of My Own Free Will.

Participant's Signature

Date: _____, 20____

Participant's Name Age

If Participant is under 18 years old, then Parent or Legal Guardian must also sign:

Signature of Parent/Guardian

Date: _____, 20____

Name of Parent/Guardian

Hearts for Music, Inc. Special Needs Orchestra Registration Form

Participant's name: _____ Circle desired program: **Orchestra**

Male/Female: _____ Current school grade: _____ Date of birth: _____ Age: _____

Mailing address: _____ City: _____ Zip code: _____

Home telephone: _____ Primary email: _____

Father's name: _____ Work number: _____ Cell: _____

Mother's name: _____ Work number: _____ Cell: _____

Emergency contact (please provide the name of someone not listed above – parents/guardians will always be tried first):

Name of contact: _____ Relationship to participant: _____ Phone: _____

Allergies or known medical issues: _____

Are there any emotional, behavioral, or logistical issues that might affect this participant's experience or any other information that will help us to help them have a great time? If so, please state:

Payment and Refund Policies

A non-refundable deposit fee of **\$10.00** must be included with this completed application. A participant must pay all other remaining enrollment fees before he/she is allowed to participate in the orchestra and/or rock band. At this time, the fee for each rehearsal session is \$20.00. Please note that any and all fees or costs pertaining to the orchestra are subject to change and you will be notified if any changes will occur. Please make all checks payable to **Hearts for Music Inc.** Checks and money orders may mailed to:

**Hearts for Music Inc.
4572 West Prospect St.
Mantua, Ohio, 44255**

Payments be made via PayPal at www.paypal.me/heartsformusic, or you may call **(330) 298-5549 or 554-4140** to make a credit card payment over the phone. The \$10.00 payment to hold the participant place in this program that must accompany this application is non-refundable. All other monies paid by/for a participant are non-refundable unless: i.) A refund is requested within 30 days of payment; or, ii.) The event that a participant signed up for is cancelled. Refunds requested due to severe illness of a participant may be considered on a case-by-case basis. All refund requests must be presented in writing unless otherwise agreed by Hearts for Music Inc. The amount refunded may be reduced to reflect any costs or expenses incurred on behalf of a participant before his/her refund request was presented or before an event was cancelled.

**I have read and understand
The contents of this application:**

_____ **Sign Name** _____ **Date** _____

_____ **Print Name** _____

Relation to Participant: _____