

# RC Homeschool Music

## Attachment A: Waiver of Liability, Release, and Assumption of Risk — Full Terms

Please read and keep this page for your records. You will sign the accompanying Signature Page confirming that you have read and agree to these terms in full.

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This Waiver of Liability, Release, and Assumption of Risk ("Agreement") is entered into by the undersigned parent(s) or legal guardian(s) ("Parent/Guardian") on behalf of the child(ren) named on the accompanying Signature Page, in connection with participation in RC Homeschool Music programs, including choir, band, and orchestra/strings classes, rehearsals, practices, performances, and related activities held at Bible Fellowship Church or any other location used for RC Homeschool Music events (collectively, the "Program").

### **1. Assumption of Risk**

I understand that participation in the Program involves inherent risks of injury, including but not limited to falls, strains, sprains, broken bones, and other injuries that may result from music instruction, rehearsal activity, movement on stairs or stage areas, use of playground or common-area equipment on the premises, and general activity before, during, and after Program events. I acknowledge that these risks cannot be entirely eliminated regardless of the care taken to avoid injuries, and I voluntarily assume all such risks on behalf of myself, my child(ren), and any other family members present at Program events.

### **2. Release and Waiver of Liability**

In consideration of my child(ren) being permitted to participate in the Program, I, on behalf of myself, my child(ren), our heirs, and our legal representatives, hereby release, waive, discharge, and covenant not to sue RC Homeschool Music, its directors, instructors, volunteers, and Bible Fellowship Church (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury to person or property that may occur as a result of participation in the Program, whether such loss, damage, or injury is caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law. This release does not extend to injury or damage caused by the Released Parties' gross negligence, recklessness, or intentional misconduct, to the extent such a limitation is required by South Dakota law.

### **3. Medical Authorization**

In the event of an injury or medical emergency involving my child(ren) during a Program activity and I cannot immediately be reached, I authorize instructors or program volunteers on duty to seek emergency medical treatment for my child(ren), including transport by emergency medical personnel, at my expense. I understand every reasonable effort will be made to contact me first using the emergency contact information provided on the Family Registration Form.

### **4. Representations**

I represent that I am the parent or legal guardian of the child(ren) named on the Signature Page, that I have full authority to sign this Agreement on their behalf, and that I am not aware of any medical condition affecting my child(ren) that would increase the likelihood of injury during Program participation, except as disclosed in writing on the accompanying Family Registration Form. I agree that my child(ren) and I will follow all safety instructions provided verbally or in writing by Program instructors and volunteers, and will ask for clarification when needed.

### **5. Scope**

This Agreement applies to all children named on the Signature Page — including both students enrolled in the Program and any siblings or other children who accompany the family and are present on the premises — as well as to any other family members who may be present during Program rehearsals, breaks, or performances. This Agreement remains in effect for the entire enrollment period and is intended to be as broad and inclusive as permitted under the laws of the State of South Dakota. If any portion of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

# RC Homeschool Music

## Waiver Acknowledgment, Photo/Video Release & Family Registration

I have read, understood, and agree to the full terms of the Waiver of Liability, Release, and Assumption of Risk set out in Attachment A, on behalf of myself and all children listed below (whether enrolled students or accompanying siblings present on the premises). I understand that by signing below, I am giving up substantial legal rights, including the right to sue.

I also give permission for images and video of the children listed below, captured during RC Homeschool Music practices, rehearsals, or performances, to be used by RC Homeschool Music on its website and Facebook page to showcase classes and events. Children are never identified by name in any social media or website post — only images are used. I waive any right to compensation or ownership related to such use, and understand I may revoke this permission at any time by notifying RC Homeschool Music in writing.

[ ] Check here to OPT OUT of the Photo & Video Release for all children listed below. To opt out for only specific children, write "No Photos" next to that child's name in the Allergies / Notes column.

Instructors: Rebecca Freidel (Choir), Paula Meloy (Band), Kate Mathews (Strings/Orchestra)

**Parent/Guardian  
Name(s):** \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

**Email:** \_\_\_\_\_

Home Address: \_\_\_\_\_

List every child of the Parent/Guardian who will be present on the premises during Program activities — both enrolled students and any accompanying siblings or other children. (Class sign-up is handled separately.) Please note any allergies or concerns instructors should be aware of.

Name	Age	Sex	Birthdate	Enrolled / Sibling	Allergies / Notes (if any)

**By signing below, I confirm my agreement to the Waiver of Liability (Attachment A), my Photo & Video Release choice above, and that the information provided for each child listed is accurate.**

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_