### **Music con Brio Forms 2024-25**

Violin & Piano Lessons: New Students in 1<sup>st</sup> – 4<sup>th</sup> grade & Continuing Students (2<sup>nd</sup> grade – 12<sup>th</sup> grade)

Emerson Elementary School 2421 East Johnson St., Madison, WI 53714 (608)-204-2000

info@musicconbrio.org www.musicconbrio.org 309-838-8807 PO Box 259452 Madison WI 53725

If you would like to sign up for Music con Brio violin or piano please fill out both this forms packet AND the online registration form available on our website www.musicconbrio.org; return the paper application packet to the Music con Brio PO Box or our box in the Emerson Office by Thursday, September 4, 2024. After that date, any remaining spots will be filled on a rolling basis. *Incomplete applications will not be accepted*.

## **Music con Brio Agreement**

Email is Music con Brio's primary mode of communication with parents/guardians Information regarding schedules, concerts, volunteer opportunities, and tuition will all be sent out via email. It is every parent/guardian's responsibility to regularly check, read, and respond (when necessary) to these emails.

Attendance is one of the most important factors contributing to a student's success in music making. To ensure every student's success, **only one unexcused absence** is allowed per month. If you must miss due to an emergency or illness, email info@musicconbrio.org or call/text your teacher or Ms. Carol to be excused. (You can reach Ms. Carol at 309-838-8807.) If you are unable to attend regularly, Music con Brio reserves the right to give your lesson time to someone else.

Being on time and bringing your instrument is a part of good attendance. Performing in concerts for others is an important part of learning an instrument. Students and parents/guardians are expected to prioritize punctual attendance at all Music con Brio lessons, classes, and performances.

#### Students

- Regularly attend group classes and lessons.
- ✓ Practice 5-6 days per week for 10-45 minutes, depending on age and level.
- $\checkmark \quad \text{Bring assigned instrument, accessories, music, and lesson notebook to every class/lesson.}$
- ✓ Follow directions of the teacher and maintain excellent behavior.
- ✓ Participate in all concerts and performances unless absence is preapproved or emergency.
- ✓ Follow all necessary COVID safety protocols, including masking.

#### Parents/Guardians

- ✓ Regularly read and respond to Music con Brio emails.
- ✓ Monitor regular practice.
- ✓ Be on time for lessons and student pick up.
- $\checkmark$  Remind and build responsibility with your child for instrument care.
- ✓ Keep instrument in a safe place and appropriate temperature.
- ✓ Keep instrument out of the cold and heat while in transit/storage.
- ✓ Maintain communication with instructors regarding attendance, feedback, or questions about the program. (24 hours advance notice appreciated for absences)
- ✓ Maintain communication with administrative staff about tuition plans and payments.

Music con Brio	Agreement
We,	and
(Parent/Guardian's name)	(Student's name)
have read, understood and agreed to follow the Madhere to this policy, we will be asked to give up	<u> </u>
Parent/Guardian's Signature	Date:
Student's Signature	Date:

# Music con Brio, Inc. Media Release

I hereby consent to having	's (hereinafter "Student")
photographic likeness, quotations, testimonials, and name be materials, and all other media for Music con Brio's educat	•
purposes. This includes using Student's photos, quotations, tes	timonials, and name in newspapers,
radio, magazines, advertising material, brochures, website, intand videos.	ernet postings, newsletters, posters,
I hereby release Music con Brio, its agents, employees, officers from all claims, demands, and liabilities whatsoever in connec	
I hereby acknowledge that prior to signing this Media Release Music con Brio or a representative of Music con Brio to discut the terms set forth herein.	
I hereby agree that the laws of the State of Wisconsin shall go my domicile.	overn this Agreement, regardless of
As of the date written below, I have read this agreement, fully u I have given up considerable rights by signing it, and have sign any inducement, assurance, or guarantee being made to me.	
(Date)	
(Date)	
(Printed Name of Parent/ Guard	lian)
(Signature of Parent/ Guardia	nn)
(orginitate of Fureita Guardie	)
(Address of Parent/ Guardian	n)
(Name of Student)	
(Address of Student if Different than Par	ent/ Guardian)
(1 ladiess of Student if Different than I are	

Music con Brio, Inc., PO Box 259452, Madison, WI 53725, info@musicconbrio.org

# WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Whereas I,	, the parent and/
or legal guardian ("Guardian") of	, a
minor ("Student"), wish to enter into this Waiver of Liabilit	ty, Assumption of Risk, and
Indemnity Agreement with Music con Brio on behalf of my	self and on behalf of Music
Student;	

Whereas I wish for Music Student to partake in music lessons with Music con Brio and to use the musical instruments provided by Music con Brio in furtherance of the lessons (collectively, the "Music Lessons");

And whereas I understand, appreciate, and acknowledge that there are inherent and significant elements of risk foreseen and unforeseen associated with Music Lessons. With full knowledge and acknowledgement of any potential risks, I hereby agree to the following provisions:

- 1. Release and Waiver. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MUSIC CON BRIO, ITS OFFICERS AND DIRECTORS, **PARTICIPATING** ORGANIZATIONS, **VOLUNTEERS,** SPONSORS, EMPLOYEES, APPLICABLE EMERGENCY AND SUPPORT PERSONNEL, ANY OF THE **AFORESAID** REPRESENTATIVES, FAMILY MEMBERS, AGENTS, INSURERS, INSURANCE BROKERS AND SUCCESSORS (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON, VALUABLES, OR OTHER PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE MUSIC LESSONS WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR **OTHERWISE** BUT NOT INCLUDING GROSSLY NEGLIGENT INTENTIONAL ACTS OF THE RELEASEES.
- 2. Indemnification. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST I MAY INCUR ARISING OUT OF OR RELATED TO THE MUSIC LESSONS WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE BUT NOT INCLUDING GROSSLY NEGLIGENT OR INTENTIONAL ACTS OF THE RELEASES.
- 3. Assumption of Risk. I HEREBY ACCEPT THE RISK AND ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE MUSIC LESSONS WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE BUT NOT INCLUDING GROSSLY NEGLIGENT OR

INTENTIONAL ACTS OF THE RELEASEES, AND FURTHERMORE ACKNOWLEDGE, PURSUANT TO THE RECREATIONAL ACTIVITIES STATUTE, WIS. STAT. § 895.525, THAT I HAVE A RESPONSIBILITY TO ACT WITHIN THE LIMITS OF MY ABILITY, TO HEED ALL WARNINGS REGARDING PARTICIPATION IN THE MUSIC LESSONS, TO MAINTAIN CONTROL OF MY PERSON, MY EQUIPMENT, AND OTHER DEVICES USED DURING THE MUSIC LESSONS, AND TO REFRAIN FROM ACTING IN ANY MANNER THAT MAY CAUSE OR CONTRIBUTE TO DEATH OR INJURY FOR MYSELF OR TO OTHER PERSONS.

- 4. Opportunity to Bargain. I hereby acknowledge that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I had the opportunity to contact Music con Brio or a representative of Music con Brio to discuss and/or bargain regarding any of the terms set forth herein.
- 5. Applicable Law. I hereby agree that this Agreement shall be governed by the laws of the State of Wisconsin, regardless of my domicile.

AS OF THE DATE WRITTEN BELOW, I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

gned freely and voluntarily on this date:
(Date)
(Printed Name of Guardian)
(Address of Guardian)
(Signature of Guardian)
(Printed Name of Student)
(Address of Student if different than Address of Guardian)