

## Waiver and Release, Music Classes

Music Classes with Anamaria De La Cruz, MA, in Claremont, CA 91711

### LIABILITY WAIVER AND RELEASE

BY SIGNING THIS DOCUMENT, YOU WILL BE WAIVING LEGAL RIGHTS INCLUDING THE RIGHT TO SUE ANAMARIA DE LA CRUZ.

1. Participation. I, the undersigned, wish for my child to participate in Music classes conducted by Anamaria De La Cruz, MA.
2. Assumption of Risks. I wish for my child to participate in Music Classes with Anamaria De La Cruz, and hereby assume all risks of engaging my child in Music Classes with Anamaria De La Cruz. I also hereby hold harmless and release this business, its members, managers, employees, and agents, as well as Anamaria De La Cruz, MA, in her individual capacity (Indemnitees) and shall indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost, or expense whatsoever that any of them may incur arising out of or in connection with my child's participation in Music classes with Anamaria De La Cruz, including, but not limited to, any physical, emotional, or mental benefits of these classes and the use of any facility or space in which the classes are held.
3. Waiver. I hereby certify that I am at least 18 years of age (or, if less than 18 years of age, have caused this Liability Waiver and Release to be signed by my parent or legal guardian), I agree that neither I nor any member of my family will sue any Indemnatee because of my/my child's participation in Music classes with Anamaria De La Cruz or as a result of my/my child's presence in class at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors, and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand that has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Liability Waiver and Release.
4. Covenants Regarding Participation in Classes. I further agree:
  - To pay in full at or before the commencement of Music classes all fees, charges, and expenses charged by Anamaria De La Cruz
5. Representations Regarding Psychological Stability. I understand that Music is an activity that engages the body, mind, and spirit, but that it should not be treated as psychotherapy or psychological counseling, although Music can facilitate personal growth. I understand that I am responsible for my child's participation in Music classes, and I will not hold Anamaria De La Cruz, MA, responsible for any pain, emotional suffering, or damages that may occur.
6. Disclosures Regarding Medical and Psychological Conditions. Although Music is not intended as psychotherapy or psychological counseling, the skills my child will be learning can allow them to access deep emotions and memories. I have fully disclosed to Anamaria De La Cruz any medical or psychological conditions, food allergies, dietary restrictions, and other circumstances that may prevent my child from fully participating in Music classes. I have consulted with my health care providers about my child participating in classes, or freely and knowingly waived my ability to do so.
7. Assumption of Risk. I understand that my child's participation in Music Class means that, as is the case with any activity, the risk of injury, even serious or disabling, is always present and cannot be eliminated. Music Class is not a substitute for medical attention, examination, diagnosis, or treatment. I understand that my child's participation

in Music Class is not a substitute for medical care. I acknowledge that participation in Music class exposes my child to a possible risk of personal injury. I understand that their safety is my responsibility.

8. Additional Acknowledgements. I further understand that information I/my child may receive as part of the Music Class is in no way intended as medical advice, as a substitute for medical counseling, or as treatment or cure for any particular health condition.

Should I give permission for my child's photo/video from Music class to appear in print and on-line class materials, I hereby release Anamaria De La Cruz from any liability, damages, or copyright violations should the situation arise.

**\*\*I UNDERSTAND THAT DUE TO THE NATURE OF THIS SMALL BUSINESS NO REFUNDS WILL BE OFFERED FOR MISSED CLASSES. SHOULD THE INSTRUCTOR NEED TO CANCEL A CLASS IN THE EVENT OF AN EMERGENCY, A REFUND FOR THE CLASS WILL BE OFFERED.**

9. Governing Law; Amendment; Interpretation of Agreement. This Liability Waiver and Release shall be governed by the laws of the State of California, and that any action, claim, or proceeding under this Liability Waiver and Release shall be commenced exclusively in the courts of California. This Liability Waiver and Release may not be revoked, terminated, or amended verbally, but only by a written instrument signed by me and an authorized representative of Insight. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS LIABILITY WAIVER AND RELEASE, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MAY HAVE AGAINST ANAMARIA DE LA CRUZ, ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_