

## Northwinds Homeschool Band RELEASE

This release is entered between Northwinds Homeschool Band, a Washington State Non-Profit Corporation, and its directors, officers, band directors, teachers, instructional staff, and other volunteers along with the agents of the bands rehearsal site (presently primarily First Baptist Church, 105 W. 6<sup>th</sup> St., Port Angeles, Washington), collectively called, "releasee," and the undersigned releasor, and becomes effective on the date signed. It shall remain in effect until the Northwinds Homeschool Band receives the releasor's written signed revocation.

The releasee provides musical and band instructions for the releasor. The releasor also participates in the performance of various band concerts in various locations, band rehearsals in various locations and travel to and from concerts and rehearsals (distances may be extensive involving hundreds of miles and involve automobile, bus and/or air travel, lodging, camping, and/or meals.) Additionally, releasor may participate in one or more ancillary releasee activities, including but not limited to the following: various fund raising activities e.g. carwashes, garage sales, direct fundraising sales of merchandise, such as candy, calendars, flower baskets, etc., bake sales, social events, rides in recreational parks e.g., Silverwood Theme Park, Athol, Idaho; Disneyland, Anaheim California, Six Flags, Valencia, California, etc. and informal sports events, hikes, etc. The releasor participates voluntarily in the band and voluntarily engages in the other releasee activities noted above.

The releasor acknowledges that, although proper conduct among all participants is stressed, because of the age of the participants, unauthorized "horseplay" may occur.

The releasor and the releasor's heirs, executors, administrators, successors and assigns for no other consideration hereby forever releases, forgives, acquits, and holds harmless the releasee from all damages or losses to the person or property including but not limited to any physical, mental or emotional injury or liability of any type arising from participation in any releasee activity, whether known or unknown, foreseen, unforeseen, patent or latent.

Releasor waives all rights that it may have under Washington State law similar to California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Media: The releasor grants to releasee the right to use photographs, likenesses, video, voice or sound recordings of releasor's students participating in release band program with or without his/her name, for broadcast or publication in any and all media. Releasor hereby releases any claims of copyright, libel, slander, violation of privacy or similar rights that releasor may have. There is no expiration date on this release for media, and releasor will not seek compensation from releasee for usage.

Releasor agrees to submit all disputes and controversies of every kind and nature between releasor and releasee to an arbitrator mutually selected by both parties. If they can not agree on an arbitrator then each party will select an arbitrator and the two arbitrators will choose a third arbitrator.

If the releasee waives arbitration, each party shall bear his/hers/its attorney fees.

If any portion of this release is invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

RELEASOR if 18 years old or older, and RELEASOR'S parents (mother and father), legal guardian(s)

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Signature	Print Name	Date
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Signature	Print Name	Date
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Signature	Print Name	Date
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## Northwinds Homeschool Band

### CONSENT TO MEDICAL CARE AND TREATMENT OF MINOR CHILDREN

(WE)(I), \_\_\_\_\_, the natural parent(s)/legal guardian(s)

of \_\_\_\_\_,  
(List all children attending Northwinds Homeschool Band activities)

authorize and consent to medical, surgical and hospital care, treatment and procedures to be performed for any of our/ my child(ren) listed above by a licensed physician or hospital when, in the sole discretion of the attending physician, such care, treatment and procedures are immediately necessary or advisable in the interest of my child(ren)'s health and well-being, and it is not medically prudent to take the time to contact us/me in advance. Further, we/I promise to pay personally or by our/my medical and/or accident insurance all expenses incurred including but not limited to ambulance, hospital and physician.

Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date

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### EMERGENCY CONTACT INFORMATION

Priority	Name	Relationship	Phone 1	Phone 2	Phone 3
1			( ) -	( ) -	( ) -
2			( ) -	( ) -	( ) -
3			( ) -	( ) -	( ) -
4			( ) -	( ) -	( ) -

### MEDICAL INFORMATION ON CHILD(REN)

Physician w/ Phone				
Insurance w/ Gr.#				
Employer				
Name of Child				
Date of Birth				
Allergies and Drug Reactions				
Chronic Illnesses				
Regular Medications				
Date of last Tetanus Immunization				