



Student: \_\_\_\_\_

# 2018-19 Member Agreement

3629 Grand Avenue, Oakland, CA 94610

Email: [registration@piedmontchoirs.org](mailto:registration@piedmontchoirs.org) Tel: 510.547.4441

Fax: 510.451.2947

Thank you for joining our community! This agreement assists us in ensuring a safe and fun environment where everyone can thrive. Please review the contents of this document carefully. **Both the participating student (regardless of age) and a custodial parent/guardian must initial each section, then sign and return this form each year** to the Piedmont East Bay Children's Choir in order to participate in choir programs.

## I. BASIC CHOIR MEMBER OBLIGATIONS

The member agrees to attend weekly rehearsals, and participate in all dress rehearsals and concerts during the regular Choir season (August 2018 through June 2019). Additionally, members of these specific groups agree to the following additional obligations: Ensemble and Concert Choir – participation in Summer Choir Camp 2018 and the 2019 Summer Tour. Ancora – participation in the Fall 2018 Anchor Bay retreat and the Spring 2019 Volti Choral Institute or similar event. Ecco – participation in the Fall 2018 Volti Choral Institute.

**Item I. - Initial Here:** \_\_\_\_\_

## II. PAYMENT AGREEMENT

I have received a [fee sheet](#) specifying tuition and fee obligations for the 2018-19 Choir year. I understand that I will receive a detailed invoice and agree to pay all fees as stated. I understand that lack of payment may lead to my child's suspension or withdrawal from choir.

**Item II. - Initial Here:** \_\_\_\_\_

## III. MEDIA AND PUBLICITY RELEASE

Both my child and I understand that the Piedmont East Bay Children's Choir ("Choir") may photograph and/or record him/her (audio and/or video) for publicity, archival, or marketing purposes, including the possible posting of my child's likeness on any of the Choir's websites, advertisements, or for commercial use (i.e. – documentaries, soundtracks, broadcasts) and that by signing this Agreement we give the Choir full permission for such use and waive all copyright and rights to royalties and future considerations.

**Item III. - Initial Here:** \_\_\_\_\_

## IV. LIABILITY RELEASE

In consideration of being allowed to participate in Piedmont East Bay Children's Choir ("Choir") activities including, but not limited to, auditions, rehearsals, special engagements, performances, retreat, tours, camp, and transportation to and from such activities, the undersigned acknowledges and agrees to the following provisions of this release:

- A. To indemnify and hold harmless the Piedmont Choirs dba Piedmont East Bay Children's Choir ("Choir"), its Board of Directors, directors, officers, employees, agents, principals, contractors, representatives, successors, assignees, sponsors, volunteers, associates, affiliates, attorneys, and all other persons and entities subject to liability derived from the conduct of the Choir (collectively, the "Released Parties") from and against any and all claims, losses, costs, expenses (including attorneys fees and costs), causes of action, liabilities and damages (collectively, "Claims") arising out of or related to the undersigned's participation in Choir activities.
- B. To release and discharge the Choir and the Released Parties from any and all Claims which the undersigned presently has or may have in the future, arising out of any personal injury, emotional distress, bodily injury, sickness, death, loss of property, property damage, or any other loss, costs or expenses incurred by the undersigned, resulting from or otherwise related to the undersigned's participation in Choir activities.
- C. This release extends, without limitation, to all travel in any way connected with Choir activities -- including, but not limited to special engagements, tours, retreats, and camp -- including all travel to and within any foreign country, and any and all connections, stopovers, transfers, and domestic portions of such travel. This release also specifically extends, without limitation, to claims based on

allegations of failure to warn of circumstances or conditions within any foreign country, or failure to warn of any U.S. State Department travel advisory or travel warning.

- D. The undersigned acknowledges and is aware that participation in Choir tours may involve risks and hardships, foreseen and unforeseen, including, but not limited to risks of exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, unsafe or dangerous conditions, crime, and political instability. The undersigned agrees to assume all risks in connection with Choir tours, whether such risks are foreseen or unforeseen.
- E. This release is forever binding upon the family, estate, heirs, representatives, successors, assignees, officers, agents, and employees of the undersigned.
- F. The undersigned expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned agrees that this document shall be construed in accordance with California law, without regard for conflicts-of-law principles.
- G. Because of the various risks involved with Choir activities, both my child and I recognize the importance of following the instructions provided to him/her by the various paid and volunteer staff members acting on behalf of the Choir. Both my child and I agree that he/she will comply with all the rules as set forth by such individuals and to comply with such instructions as they may give him/her.

**Item IV. - Initial Here:** \_\_\_\_\_

#### V. REFUND POLICY

The following refund policies apply regardless of whether the student withdraws or is dismissed from the Choir.

##### A. IF YOU WITHDRAW:

- a. Students may withdraw from classes by submitting a Withdrawal Request form to the Registrar (Form is available online and at the Choir office). Students who submit the Withdrawal Request form prior to the first meeting will receive a refund of tuition fees paid, minus a \$100 non-refundable cancellation fee. After the first day of class, there are no refunds.
- b. There are NO REFUNDS for camp (after two months prior to the start of camp), tour (after six months before the start of tour) or retreats.

##### B. IF A CLASS IS CANCELLED:

Although it is rare that classes are cancelled, Piedmont East Bay Children's Choir reserves the right to cancel a class if it has not enrolled to an adequate level prior to the beginning of class instruction. Adequate enrollment is determined at Piedmont East Bay Children's Choir sole judgment. In the case of cancellation, all enrolled students are notified by email or phone and given a full refund.

**Item V. - Initial Here:** \_\_\_\_\_

#### VI. ROSTER INCLUSION RELEASE

The Piedmont East Bay Children's Choir may release student roster information to qualified groups or individuals, including current PEBCC families, faculty, staff, and board members.

Student rosters include: Name, Current Choir, Parent Name(s), Student Address, Parent telephone number(s), Parent emails.

**Item VI. - Initial Here:** \_\_\_\_\_

#### VII. MEMBER HANDBOOK SIGN-OFF

**STUDENT:** I have read and understand the contents of the 2018-19 Member Handbook, and agree to

Student: \_\_\_\_\_

follow its guidelines and honor its policies without dispute. I understand that if I am not meeting my obligations as contained in the Handbook, I will be subject to disciplinary action, up to and including removal from the Choir.

**PARENT/GUARDIAN:** I have read and understand the contents of the 2018-19 Member Handbook, available online at <http://www.piedmontchoirs.org/forms> and acknowledge that my child will be expected to follow its guidelines and honor its policies without dispute. I understand that if my child is not meeting his or her obligations under the terms of the Handbook, he or she will be subject to disciplinary action, up to and including removal from the Choir. I, myself, also accept and agree to abide by the policies contained in the Handbook, and understand that as a parent, I will be held to the same standards of reasonable behavior as my child. I accept that any abusive, unruly, or uncooperative behavior on my part toward students or staff members will not be tolerated, and may result in my child's (and my own) exclusion from the program.

**Item VII. - Initial Here: \_\_\_\_\_**

***If your student is in the Performing Department and/or will be attending camp or tour, please complete pages 4 and 5. All others, please complete page 5 only.***

## Camp and Tour Contract

(to be completed by **Performing Department and students attending camp or tour**)

When a singer travels with the Piedmont East Bay Children's Choir, that singer is considered a representative of the Choir and must act as such. In recognizing this, we ask that all parents and singers study the following rules and conditions, and sign and return this contract. Submission of this signed contract is requisite to participating in camp and tour.

### VIII. BASIC CAMP/TOUR RULES

Singers are required to maintain the highest levels of self-discipline and group discipline. This includes adherence to all rules and compliance with instructions of all group leaders. Any child not observing the above rules to the detriment of the group as a whole or jeopardizing his/her safety or that of others may be sent home, at the family's expense at the discretion of the tour leaders.

1. Each singer will be respectful to his/her group leader at all times. Children will not be allowed to depart from the group without the express permission of the leaders.
2. Each singer will be assigned to an adult leader who will be responsible for his/her well-being, including daily health checks and monitoring of nutritional needs.
3. Phone calls to and from home are allowed only for emergency situations.
4. Singers may not have candy, gum, or caffeinated drinks.
5. No radios, video games, or mp3 players are to be brought along.
6. All medications will be administered under the direction of the staff/chaperones.

**Item VIII. - Initial Here:** \_\_\_\_\_

### IX. TOUR SPECIFIC RULES

1. Each singer is responsible for demonstrating his/her mastery of the tour repertoire by meeting the memorization schedule, including attendance at tour rehearsals.
2. While on tour, some of our meals are being provided by our hosts. Every effort will be made to see that the children are offered a balanced healthful diet, and children are expected to conduct themselves at mealtimes as they would when they are invited guests.
3. Each singer must adhere to all curfews and schedule requirements.
4. No child will be allowed to leave the group to join family or friends unless requested in writing in advance of the departure date and approved by Susan Rahl and Bob Geary.
5. When in hotels/dorms/on tour, singers will:
  - a. not use room telephones
  - b. not use hotel television or radios without specific permission
  - c. not use video games
  - d. maintain a behavior standard appropriate to their ambassadorship.
6. Chaperones can hold all or part of singer's spending money for safekeeping if desired.
7. All singers will wear choir uniforms throughout the duration of the tour. To keep an attractive appearance for photographs and in performance, we request that hair not be covering the eyes and that singers do not wear distracting earrings (small studs are fine), hair ribbons, or bows.

**Item IX. - Initial Here:** \_\_\_\_\_

### X. ALCOHOL/TOBACCO/ILLEGAL DRUGS

Possession, use, furnishing, or sale of alcohol, tobacco, or illegal drugs, or being under the influence of alcohol, tobacco, or illegal drugs is prohibited. The following policies and procedures are designed to insure the absence of alcohol, tobacco, or illegal drugs on overnight activities:

1. All students' bags, suitcases, and backpacks must be submitted for inspection at the request of a chaperone.
2. If alcohol or drugs are plainly visible in a room when a chaperone enters, all students in the room will be deemed to be in possession. A student innocent of possession may avoid problems by insisting to the student owning the drugs or alcohol that they be removed, or by reporting their presence to a chaperone immediately.
3. Students found in possession or under the influence of alcohol or drugs will be sent home at the parents' expense.
4. Students in possession of illegal drugs or alcohol will also be subject to choir discipline upon return. Penalties include loss of activities/privileges, suspension or expulsion from choir, and/or referral to the appropriate law enforcement agency.

**Item X. - Initial Here:** \_\_\_\_\_

**PIEDMONT EAST BAY CHILDREN'S CHOIR**

**AGREED:** By our signatures below, we hereby certify that we have read, understand and accept all terms articulated in Sections I through VII (and VIII through X if attending camp and/or tour) of this 2018-19 Piedmont East Bay Children's Choir Membership Agreement and understand that failure to abide by this Agreement could result in dismissal from the Choir.

Student's Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Student's Signature (regardless of age): \_\_\_\_\_

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

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

***NOTE: Please return an original copy of this signed form to the Choir office, retaining a copy for your own records. Please understand that for liability reasons no student may be permitted to participate in choir programs without this signed form on file.***