

Opera San José (OSJ) Singers' Academy Participation and Liability Waiver Agreement

I registered my child to take a class at Opera San José (OSJ) Singers' Academy ("School"). I understand that this Participation Agreement ("Agreement"), sets out the terms for enrollment. I understand that my signing it is part of the registration process and in consideration for my child's participation in the class.

This Agreement uses certain terms. It refers to my child as "Student" and to classes as "instruction." It calls OSJ's building the "Facility." Participation in instruction, rehearsals, performances, and other OSJ events, whether in-person or in an online setting, and presence in or at the Facility, are together referred to as "OSJ Activities."

Information Confirmation

I confirm that the information I provided in the registration form, including information about emergency contacts and medications, is true and correct.

Photographs, Videos, and Recordings

I understand that:

- OSJ may record or photograph, or accept submissions, recordings, and photographs of, Student and/or their projects during their participation in OSJ Activities (together, "Materials").
- These Materials may be in any form of audio and/or visual documentation.
- OSJ may create works that combine these Materials with other media including text, photographs, videos, and audio recordings.
- OSJ uses these Materials for a variety of purposes relating to its work including reporting to funders; creating archival, promotional, informational, and educational materials; and sharing with collaborators in its work.

I consent to the use by OSJ of Materials that include Student's image, voice, name, works, and/or story, and of images of any locations or property, in any format, as OSJ may deem appropriate for reporting, archival, educational, promotional, or other non-commercial purposes. I agree that OSJ may make such Materials available on its public digital platforms, in its publications, or through any other media.

I waive any right to inspect or approve the Materials or to receive any payment. I grant OSJ all copyrights in and waive any legal claims relating to the Materials, including any relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, alteration, or use in composite form that may occur or be produced in the taking, processing, or reproduction of Materials.

I understand that OSJ has no obligation to use any Materials that include Student's image, voice, performance, works, or story.

Consent to Medical Care

I authorize OSJ to provide Student first aid and to arrange medical assistance, transportation, and emergency medical services for Student if Student gets hurt while participating in OSJ Activities. I will be responsible for any costs related to Student's medical treatment and transport. I understand that OSJ does not provide health, medical, disability, or other insurance coverage for Student or for me.

Communication Consent

I consent to OSJ faculty, staff, mentors, and volunteers contacting Student through text, social media, and any other forms of communication for OSJ program purposes only.

Risk Associated with OSJ Activities

I understand that Student's participation in OSJ Activities has risks. Risks may be inherent in OSJ Activities, such as physical movement, exposure to noise, exposure to infectious disease through close contact with other people including people singing, projecting their voice, or playing wind instruments, or other activities or environments.

I understand that such risks may also arise from Student's own actions, from Student being left unattended at the Facility or leaving the Facility unaccompanied, or from the actions of others at or near the Facility or encountered while traveling to or from the Facility. I understand that there may be occasions when Student may be alone with an adult, and that performing arts instruction can involve kinetic corrections that include physically touching students as part of regular instruction and rehearsals.

I understand that OSJ does not and cannot guarantee that my child will be featured or otherwise participate in performances, or obtain employment in the performing arts or in any other field.

Awareness and Assumption of Risks

With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) enroll Student in instruction at OSJ; (b) authorize Student to participate in OSJ Activities; and (c) assume and accept the risks of all physical and emotional injury, illness, exposure to disease, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at the Facility, Student's residence, or other locations, that may result, directly or indirectly, from Student's participation in OSJ Activities, regardless of the cause.

Liability Waiver and Release

I waive and release OSJ and its directors, officers, agents, employees, volunteers, and affiliates (collectively, "OSJ Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which Student or Student's heirs, next of kin, or legal representatives

may have or which may later accrue, caused by or arising directly or indirectly from Student's participation in OSJ Activities, including, without limitation, any exposure to infectious diseases, any injuries suffered while rehearsing or performing, any related medical care, or any travel to or from the Facility or OSJ event.

This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the OSJ Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code.

Separate Parent Waiver

I waive and release all OSJ Parties from any and all liability, claims, costs, and expenses of any kind and of whatever nature, which I in my personal capacity may have or which may later accrue, caused by or arising directly or indirectly from Student's participation in OSJ Activities, including, without limitation, my presence in OSJ facilities, attendance at OSJ performances or other events, or interactions with Student, other students, or any OSJ Party.

Payment Plan

Payment plans are available for enrollment in the OSJ Singers' Academy. The payment schedule is as follows:

- \$450 due upon enrollment
- \$400 due on May 15, 2025
- \$400 due on June 15, 2025

OSJ staff will reach out to set up the payment plan, and timely responses are required to ensure enrollment is completed. Failure to complete payments on schedule may result in forfeiture of enrollment.

The cancellation policy outlined below applies to all payment plans.

Cancellation Policy

If a participant cancels their enrollment in the OSJ Singers' Academy:

- A full refund minus a \$75 processing fee will be issued if the cancellation is made by May 15, 2025.
- A 50% refund will be issued if the cancellation is made by June 15, 2025.
- No refunds will be issued for cancellations made after June 15, 2025.

General Provisions

This Agreement will be legally binding not only on Student and me but also Student's and my heirs, next of kin, and legal representatives, and will run in favor of, and may be enforced by, each of the OSJ Parties. It will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining terms will be effective. This agreement will be governed by California law.