

Oakland University
School of Music, Theatre and Dance
OAKLAND UNIVERSITY COMMUNITY MUSIC
Statement of Policy

By sending your registration and payment, you are agreeing to abide by the policies of Oakland University Community Music. (If you choose not to agree to policy 8, please provide a written request to OU Community Music.)

Parents are encouraged to remain on campus during their student's lessons and rehearsals.

Registration fees are for a full semester. Drops cannot occur within that time and tuition cannot be refunded. Payment in full is due at the time of registration.

Make-up Policy: Due to the group nature of this program, not makeups rehearsals will be scheduled.

Inclement Weather Policy: We must follow the university's policy concerning cancellations due to bad weather. If Oakland University or facilities used for lessons and classes are closed, OU Community Music must cancel all classes and lessons. Make-ups will not be given.

Student Progress: All students are expected to practice on their own between weekly lessons and classes. Musical learning and growth will be best supported by careful and consistent practice sessions, with parental encouragement (when applicable). Students enjoy learning more and are more motivated to practice when they realize how much they are able to accomplish. Specific practicing techniques and assignments should be discussed with the students' teacher(s).

Termination of Participation: Participation in the program can be terminated in response to students' insufficient preparation, excessive absences, or failure to make payments according to the registration agreement.

Photograph/Video Authorization and Release: Registration and payment authorize photographs/video taken by Oakland University to be reproduced for the purpose(s) of editorial, illustration, advertising, trade, or any other publication of Oakland University, including the OU Community Music Facebook page; and hereby release and discharge Oakland University, its employees, officers, representatives or agents, from any and all suits, causes of action, claims, photograph/video for the above stated purposes. Oakland University will provide, upon request, a copy of the published article with photograph at no cost or a copy of the video or any portion of the video which is reproduced upon payment for any copying costs.

In consideration of being permitted to participate in and/or observe all or any part of any Oakland University Community Music Event, including without limitation the use of facilities, equipment, grounds and/or personnel, Participant understands, acknowledges, agrees, represents and warrants that:

Voluntary Participation. Participation in and observation of all or any portion of any Oakland University Community Music Event is voluntary and Participant may refuse to observe or participate at any time.

Assumption of Risk. Participation in and/or observation of any Oakland University Community Music Event or any portion of any Oakland University Community Music Event may involve risk of temporary and/or permanent bodily injury, property damage, death, and other dangers. Participant voluntarily and freely assumes all such risks.

Health and Safety. There are no health-related reasons or problems that preclude or restrict Participant from participating in any Oakland University Community Music Event. If Participant is injured during any Oakland University Community Music Event, Oakland University and its trustees, officers, employees, students, volunteers, agents, representatives and designees (collectively, the "University") are not obligated to attend to any of Participant's medical or medication needs during the Event, and Participant assumes all risk and responsibility therefore.

Personal Responsibility. Participant is personally responsible for any loss, injury or damage caused or suffered by Participant during any Oakland University Community Music Event. The University does not guarantee Participant's safety or security during any Oakland University Community Music Event. Participant agrees to abide by all rules, regulations, and policies of Oakland University and of any organization, entity, person, or facility providing services to Participant during participation in any Oakland University Community Music Event and Participant shall be solely responsible for any damages resulting from their failure to do so.

Participant is responsible for his or her own medical and other insurance, equipment, supplies, personal property, and effects during any Oakland University Community Music Event. Participant will be responsible for asking questions to ensure safety and security during any Oakland University Community Music Event, and will observe all rules, practices, procedures and requests which may be imposed to minimize the risk of injury while participating in any Oakland University Community Music Event.

Participant will reduce the risk of injury by limiting participation to reflect his/her personal fitness or comfort level, and not ingesting or using any substance during the activity which could pose a hazard to Participant or others.

Waiver and Release. Participant, individually and on behalf of Participant's family, heirs, estate, successors, assigns and personal and legal representative(s), fully, finally, irrevocably, unconditionally and forever WAIVES, RELEASES, and DISCHARGES Oakland University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, (collectively, the "Released Parties"), of and from any and all CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO THE PARTICIPANT'S TRAVEL TO, FROM OR DURING THE EVENT, OR PARTICIPATION IN AND/OR OBSERVATION OF ANY OAKLAND UNIVERSITY COMMUNITY MUSIC EVENT, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES OR ANY OTHER CAUSE.

Indemnity. Participant will INDEMNIFY, DEFEND and HOLD HARMLESS the University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, from any and all CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO PARTICIPANT'S ACTIVITIES, ACTS AND/OR OMISSIONS DURING ANY OAKLAND UNIVERSITY COMMUNITY MUSIC EVENT, INCLUDING WITHOUT LIMITATION PERIODS OF TRAVEL TO AND FROM ANY OAKLAND UNIVERSITY COMMUNITY MUSIC EVENT.

Participant has carefully read and understands completely the above provisions and voluntarily agrees to this Release and Assumption of Risk agreement. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made to obtain Participant's signature. This Release and Assumption of Risk agreement will be governed by the laws of the State of Michigan which will be the venue for any lawsuits filed under or incident to this agreement or to any Oakland University Community Music Event. If any portion of this agreement is held invalid, such portion will be considered severed from the agreement and the remainder of the agreement will continue in full force and effect.

OU works to ensure safe conduct and supportive interaction between youth and program leaders. Learn more about our initiatives at the youth protection website oakland.edu/about/youth.

Thank you for your participation in Oakland University Community Music. We highly value our students and hope that your experiences with us are good ones!