



**IRVINE CONSERVATORY OF MUSIC**  
 4840 Irvine Blvd # 102, Irvine, CA 92620  
 (949) 682 - 9085 WWW.IrvineCM.ORG

## MEDIA CONSENT AND RELEASE

This Media Consent and Release Agreement (“Agreement”) is entered into on

\_\_\_\_\_ by and between Irvine Conservatory of Music (“IrvineCM”) and

\_\_\_\_\_  
**TODAY’S DATE**

\_\_\_\_\_, the parent/ legal guardian of

\_\_\_\_\_  
**NAME OF PARENT/LEGAL GAURDIAN**

\_\_\_\_\_, (“Student”) as it relates to the Irvine Conservatory of Music

\_\_\_\_\_  
**NAME OF STUDENT**

(the “School”). I hereby irrevocably consent to allow IrvineCM, and their authorized designees, in their sole discretion, to take photographs of, and or video record, Student at the School, and to use such photographs and/or video for any and all marketing and promotional purposes at any time and by any means of distribution/media, now known or later developed (“Uses”) as it relates to the School. I hereby irrevocably waive any right Student may have to compensation for Uses and any right to inspect or approve any of the photographs and video containing Student’s image or likeness. To the maximum extent permitted by law, I agree to release and hold harmless Irvine Conservatory of Music, and their respective officers, directors/ trustees, agents, employees and affiliates (hereinafter, collectively “Indemnitees”), from and against any and all claims, damages, liabilities, and/or losses that may arise from the Uses set forth in this Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE SIGNED IT ON BELHF OF MYSELF AND STUDENT FREELY AND VOLUNTARILY WITHOUT ANYINDUCEMENT, ASSURANCE, OR GUARANTEE, AND CERTIFY THE ACCEPTANCE OF ITS TERMS.

PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name Relationship

\_\_\_\_\_  
 Relationship



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## **Consent, Release of Liability, Assumption of Risk, Indemnification and Hold Harmless Agreement**

This consent, release of liability, assumption of risk, indemnification and hold harmless agreement (“Agreement”) is entered into on \_\_\_\_\_

**TODAY’S DATE**

by and between Irvine Conservatory of Music (“IrvineCM”), and

\_\_\_\_\_, the parent/ legal guardian of  
**NAME OF PARENT/LEGAL GAURDIAN**

\_\_\_\_\_, (“the Student”) as it relates to the  
**NAME OF STUDENT**

Irvine Conservatory of Music (the “School”) in Irvine, California. In consideration for the Student being permitted to participate in the School, I hereby agree, and represent as follows:

1. As parent/legal guardian of Student, I accept the offer extended to the Student to enroll in and participate in the School offered by IrvineCM, and shall be bound by the terms and conditions set forth in this Agreement.
2. I understand that, although IrvineCM will endeavor to maintain the School as described in their respective publications, brochures, website(s) and conversations, IrvineCM reserve the right to make reasonable changes or modifications to the School, including but not limited to the class schedule, curriculum, faculty and staff, co-curricular and extra-curricular activities (if any), and services.
3. I am fully familiar with the intended activities and demands of a rigorous training program, including both the physical fitness expectations and the inherent and unavoidable risks of injury and harm, and I represent and warrant that the Student is able to participate fully in the School’s activities, that no health professional has advised us of any risks or conditions that would limit or impede the Student’s full and safe participation, that I am not aware of any medical or other conditions which would limit the Student’s full and safe participation in the School, and that I understand and accept the inherent and unavoidable risks of injury and harm that may occur due to the Student’s participation in the School. I agree further that if the Student sustains any injury or illness prior to the commencement of the School, I



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shall advise IrvineCM promptly in writing so that an assessment can be made whether the Student can participate in the School.

4. I am fully familiar with the School's location at Northwood Town Plaza in Irvine, California, which is an urban area; understand that the Student will be walking in and around the campus of Northwood Town Plaza for classes; and understand that there are inherent and unavoidable risks of injury and harm in such situations and activities; and I accept the inherent and unavoidable risks of injury and harm that will exist for the Student as a result of the Student's participation in this School. I (the parent or legal guardian) have discussed these matters fully with the Student, and represent and warrant that the Student understands the risks of injury and harm and will accept the responsibility for and comply with all School rules and regulations and directions of School staff intended to assist the Student in adapting to a program in this setting.
5. I accept responsibility for medical expenses (including treatment, medical devices, emergency room visits, ambulances, and hospitalization, whether or not covered by insurance) for any injuries or illness that the Student may sustain or experience while participating in the School; and warrant that (if applicable) the Student will provide proper identification and information to secure medical insurance coverage; and that I will promptly reimburse fully IrvineCM and/or any of their respective employees who advance costs to secure medical treatment for the Student. I hereby grant permission for the Student to receive emergency medical treatment as appropriate during participation in the School as may be authorized by an adult member of the School staff.
6. I understand that the Student will be subject to the School's policies, rules and regulations concerning conduct, procedures and activities, which rules are set forth as an attachment to this Agreement that is incorporated herein by this reference, and acknowledge these may be amended from time to time during the School year, and I agree to be bound thereby. I understand and agree that the Student will conduct him/herself in an appropriate manner while participating in the School and during related activities. I understand and agree that the School is designed to provide rigorous and challenging training for the Student, and that certain conduct and activities would be detrimental to the Student's ability to participate in and profit from the School; therefore, the School unconditionally prohibits conduct by Students involving; (i) unauthorized absence from School classes; or (ii) conduct which endangers the health or safety of the Student or others. I understand further that IrvineCM reserves the right to decline to retain the Student in the School at any time should the Student's actions, conduct or general behavior, in the exclusive discretion of IrvineCM, be determined to interfere with, impede, obstruct or contravene the best



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interests of the School, the individual Student, other enrolled Students, and IrvineCM.

7. I understand that the Student's non-refundable tuition and fees are due on payment dates established through the School Administrator, and a failure to pay the full amounts due may result in the Student being barred or discharged from the School. If a Student's illness or injury, as determined by IrvineCM in consultation with medical professionals, renders a Student unable to safely participate in or continue with the School, IrvineCM will take under consideration a request for a partial refund of tuition only; with a final determination to be made at the conclusion of the School year. If a tuition refund is granted based on the specific circumstances, I understand it would be pro-rated to reflect the length of a Student's participation in the School to the date of withdrawal.
8. I understand that if the Student has to take prescription medication or receive scheduled medical treatment, we shall notify the School in writing, and shall consult with the School as to appropriate arrangements. It is not the responsibility of the School to make such arrangements.
9. I agree to abide by the policies and procedures established by IrvineCM for the prudent operation of the School that restrict visitation to the classes and that governs a Student's permission to be away from the School (if applicable). I agree to provide the School with information on how to reach parents and/or guardians and/or emergency contact individuals in the event of travel, and to provide adequate information if parents and/or guardians are party to an agreement that sets forth custodial rights with regard to the Student.
10. Knowing the risks and responsibilities described in this Agreement and which generally may arise from participation in the School, and in consideration of being permitted to participate in the School, I agree, on behalf of the Student, the Student's parents/legal guardian, family, heirs and personal representatives, to assume all risks and responsibilities surrounding the Student's participation in the School. To the maximum extent permitted by law, I release, waive, indemnify and hold harmless Irvine Conservatory of Music (together with their respective parent, subsidiary and affiliated entities), their respective past, present and future trustees, directors, officers, employees, students, agents and assigns (whether acting as agents IrvineCM or in their individual capacities) (hereinafter, collectively "Indemnitees"), from and against any present or future claims, losses, causes of action, costs, fees, fines, penalties (including reasonable attorney's fees and court costs) or other liability for injury to person or property, whether in law or equity, which I and/or Student may suffer, directly or indirectly or for which Student may be liable to any



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other person, as a result of the Student's participation in the School and School-related activities (including periods in transit to or from where the School is being conducted), as a result of the actions of a third party, unless caused by the sole negligence of Indemnitees.

11. I agree that this Agreement is governed by the laws of the State of California applicable to contracts made and wholly to be performed in the State of California, and that any dispute arising from or relating to the Student's participation in the School, or this Agreement, shall be brought and adjudicated in the Superior Court of the State of California, Orange County, or the United States District Court for the Central District of California. Should any provision of this Agreement be found to be unenforceable, all remaining provisions will continue to be in full force and effect.
12. This Agreement represents the complete understanding of the parties concerning the subject matter herein, including but not limited to the responsibility and liability for the Student's participation in the School, supersedes any previous or contemporaneous understandings, whether written or oral, and cannot be changed or amended except by a writing signed by both parties.

I, as parent/legal guardian of the Student, represent that I have the authority to execute this agreement on behalf of myself and the Student.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, AND CERTIFY THE ACCEPTANCE OF ITS TERMS.**

-----  
**PARENT/LEGAL GUARDIAN**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name Relationship**

\_\_\_\_\_  
**Relationship**



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## **CODE OF CONDUCT**

Irvine Conservatory of Music is an educational experience for our students. Students are expected to assume responsibility for their behavior and conduct. Students are expected to acquaint themselves with and follow the school's guidelines for appropriate conduct while attending classes, rehearsals and performances. Inappropriate conduct will be addressed with parents and, if continued, may result in disciplinary action, up to and including dismissal from Irvine Conservatory of Music.

Appropriate Conduct Includes:

- Being polite, courteous and respectful to the school's staff and fellow classmates
- Being on time and ready for classes and rehearsals
- Listening and following directions
- No talking during class or rehearsal, unless there is a question for the instructor
- Wearing proper attire and following the uniform guidelines
- Students should be dressed and ready when the instructor enters the studio. At that time all talking should cease.
- Following the guidelines established for safety and prevention of accidents
- Using appropriate language
- No food, gum, or drinks (other than water bottles) are allowed in the studio spaces
- Using the school's equipment and property carefully to avoid damage. The Irvine Conservatory of Music maintains the right to assess charges for any damage done to school property, including costumes
- No use of illegal drugs, alcohol or tobacco
- Never bring any kind of weapon or use any item in a dangerous or menacing manner
- Cell phones are not allowed in class. If a student must bring a cell phone, it should be silenced and remain in their bag unless they are in the lobby.
- No photography or video in the studios without prior consent from Irvine Conservatory of Music Administration

Irvine Conservatory of Music expects students to be supportive and respectful of each other and work as a team to create a positive atmosphere in the studio. Gossip, bullying or any other degrading behavior will not be tolerated. Students of the Irvine Conservatory of Music represent Irvine Conservatory of Music and are expected to demonstrate respect and professional behavior.



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### **Policy on Bullying**

Irvine Conservatory of Music is committed to maintaining a safe and supportive learning environment that is free from harassment, intimidation, and/or bullying.

Bullying is behavior by an individual or group, repeated over time, that intentionally hurts another individual or group either physically or emotionally. Bullying can take many forms (for instance, cyberbullying via text messages or the Internet). Bullying can take place between students, between students and staff, or between staff; between individuals or groups; face-to-face, indirectly or using a range of cyberbullying methods.

Bullying is unacceptable and will not be tolerated at the Irvine Conservatory of Music. If a student is the victim of bullying or witnesses bullying behavior, he/she should notify a member of the IrvineCM Faculty or Staff as soon as possible in order for the appropriate action to be taken.

### **Incident Reports / Reporting Procedures**

Students and families are expected to acquaint themselves with the above rules, procedures, and standards of conduct established by the Irvine Conservatory of Music. To ensure a safe, secure, and orderly environment for teaching and learning, the School utilizes a system of written incident reports, as well as, a standardized Rules of Investigation.

When an incident is reported, all participants, (including but not limited to students, staff, faculty, building personnel etc.) will be asked in a timely manner to complete and sign a confidential "Student Incident Statement". Parents will be notified if their child is asked to complete a report or is involved in or witness to any type of incident.

Irvine Conservatory of Music's Department of Education and Training Rules of Investigation will be made available upon request.