

Books, Brushes & Bands for Education
2009-2010 Community Band Program
Permission Slip, Release and Waiver

September __, 2009

I, _____(Parent/Guardian Name), a parent (or legal guardian) of _____(Child's Name)(the "Student"), a minor, in consideration of the agreement by Books, Brushes & Bands for Education, Inc. to permit the Student to participate in the 2009-2010 Community Band Program (the "Program") which rehearses at O'Bannon Elementary School located at 1317-173rd Street and the Hammond Public Library located at 564 State Street, Hammond, Indiana, to take place at scheduled times from September 29, 2009, and continue through May 19, 2010, with a final concert at the conclusion of the Program at a location to be determined in Hammond, Indiana, state under oath that I agree to the following for the duration of the Student's participation in the Program:

I understand that Books, Brushes & Bands for Education, Inc. **will not** provide transportation to and from the Hammond Public Library or O'Bannon Elementary School. I understand and agree to provide the transportation to and from the O'Bannon Elementary School and the Hammond Public Library at the dates and times designated for rehearsals and to and from any scheduled Concert(s).

I further agree to indemnify, protect and hold harmless Books, Brushes & Bands for Education, Inc., an Indiana non-profit 501(c)(3) corporation, the board members and officers of Books, Brushes & Bands for Education, Inc., the Merit School of Music in Chicago, Jessica Baker and all other instructors from the Merit School of Music, the Hammond Public Library, its officers, board members, supervisors, agents, servants, employees, and all private persons or organizations volunteering services with or without charge to supervise, educate or chaperon the Student or any medical professional who provides emergency medical services to the Student while participating in the Program from any claim or liability whatsoever, including, but not limited to, personal injury, property damage, court costs, attorney fees and interest, however caused, as a result of the Student participating in the Program.

I expressly grant to the Books, Brushes & Bands for Education, Inc., the School City of Hammond, and the Hammond Public Library permission to use images (video, photo, or digital) of the Student, audio reproductions of instrumental, choral, vocal or other works in which the Student takes part, and any creative work produced by the Student during and through this program in publications, web sites, press and media releases, and promotional materials by any or all of the above-named entities. I further grant permission to use the Student's name along side said image, audio/video reproduction or creative work.

I further agree that Books, Brushes & Bands for Education, Inc., the Merit School of Music, and all other instructors from the Merit School of Music, the Hammond Public Library, the board of education, its officers, agents, and/or employees reserve the right to terminate the participation of the Student for failure to behave and act in accordance with the rules established for the Program (as amended from time to time, with or without notice) and/or O'Bannon Elementary School's rules/regulations on conduct, for failure to follow the instructions and directions of the Program supervisor, volunteers and/or chaperons, or for any acts of conduct of the Student deemed by Books, Brushes & Bands for Education, Inc., the Merit School of Music, and all other instructors from the Merit School of Music, the Hammond Public Library, its officers, agents, or employees to be detrimental to or incompatible with the interest, harmony, comfort or welfare of the Program as a whole. If any party terminates the participation of the Student for any reason, no funds will be refunded, and the Student will be sent home at my expense.

Signature

Name Printed

O V E R

Books, Brushes & Bands for Education
2009-2010 Community Choir Program
Power of Attorney

The undersigned certifies that he/she is the parent or legal guardian of _____ (*Child's Name*), (the "Student") a minor. Said minor is participating in the 2008 Summer Musical Program (the "Program") which rehearses at O'Bannon Elementary school located at 1317-173rd Street, Hammond, Indiana and the Hammond Public Library located at 564 State Street, Hammond, Indiana, to take place at scheduled times from September 29, 2009, and continue through May 19, 2010, with a final concert at the conclusion of the Program at a location to be determined in Hammond, Indiana, sponsored by the school and Books, Brushes & Bands for Education, Inc.; that Books, Brushes & Bands for Education, Inc., the Merit School of Music in Chicago, and all other instructors from the Merit School of Music, are in charge of the Student during said rehearsals and at concerts at any location. **Effective immediately upon the execution hereof and expiring May 19, 2010 (or sooner if revoked in writing), I, the undersigned, being the parent or legal guardian of the Student hereby grant full power of attorney to act for me and in my name, place and stead as my attorney-in-fact as if I were so acting to Books, Brushes & Bands for Education, Inc., its President Michelle Golden, each of its Board Members, and all other instructors from the Merit School of Music in the event of accident or illness of the Student at any time from the commencement to the termination of rehearsal or concerts, to do as follows:**

- 1. To arrange for the transportation of the Student, whether by ambulance or otherwise, to a proper facility where emergency medical treatment would normally be administered, including, but not limited to, an emergency room of a hospital, a doctor's office, or a medical clinic; and**
- 2. To sign any and all waivers or releases as may be required in order to obtain any medical or surgical procedure or treatment as may be necessary or recommended in the judgment of medical authorities at the facility; and**
- 3. To do all other things and approve and authorize any and all treatments, procedures, including but not limited to all emergency care and surgery, as is recommended in the judgment of medical authorities at the facility.**

Further, I agree to pay, and to indemnify and hold my attorneys-in-fact acting hereunder harmless from, all costs, expenses or charges incurred hereunder on my behalf or on behalf of the Student. A copy of this Power of Attorney shall be as effective as the original.

Emergency Contact and relationship

Your Signature and address

Phone Number: (____) _____

Phone Number: (____) _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this ___day of September 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing Power of Attorney.

Witness my hand and official seal.

_____, Notary Public

My Commission Expires: _____
Resident of Lake County, Indiana.