

**Books, Brushes & Bands for Education**  
2007-2008 Morton Elementary School Band Program  
Permission Slip, Release and Waiver

\_\_\_\_\_, 200\_\_

I, \_\_\_\_\_ (*Parent/Guardian Name*), a parent (or legal guardian) of \_\_\_\_\_ (*Child's Name*), (the "Student") a minor who is a student at Morton Elementary School (the "School"), Lake County, Indiana, in consideration of the agreement by the school to permit the student to participate in the 2007-2008 Morton Elementary School Band Program (the "Program") which rehearses primarily at Morton Elementary School located at 7006 Marshall Drive, Hammond, Indiana, or at any other location in Hammond, Indiana, as determined by the Board of Directors of Books, Brushes & Bands for Education, Inc., to take place from October 2007 and continue through June 2008, with concerts throughout the school year and final concerts at a location to be determined, state under oath that I agree to the following for the duration of the student's participation in the Program.

I understand that the School **will not** provide transportation to and from the concert location(s) for final rehearsals and concerts. I understand and agree to provide the transportation to and from the concert location(s) at the dates and times designated for rehearsals at the concert locations 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, its directors and officers, the Merit School of Music in Chicago, all instructors from the Merit School of Music, the School City of Hammond, the School, their 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 Books, Brushes & Bands for Education, Inc., the School City of Hammond, and the School 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, all instructors from the Merit School of Music, the School, 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 the School 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, all instructors from the Merit School of Music, the School, the board of education, 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

**Books, Brushes & Bands for Education**  
**2007-2008 Morton Elementary School Band**  
**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 2007-08 Morton Elementary School Band Program (the "Program") which rehearses primarily at Morton Elementary School located at 7006 Marshall Drive, Hammond, Indiana, to take place at scheduled times from October 2007, and continue through June 2008, with a final concert at the conclusion of the Program at a location to be determined, 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, all 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 June 15, 2008 (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/or all 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**

**Signature and address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: (\_\_\_\_) \_\_\_\_\_

STATE OF INDIANA     )  
   ) SS:  
 COUNTY OF LAKE     )

On this \_\_\_day of \_\_\_\_\_ 200\_\_\_, 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.