



KATHERINE A. MILES ~ EMBRACE YOUR SONG

katherineamiles@icloud.com ~ 705-923-7427 ~ www.embraceyoursong.com

MUSIC LESSON TERMS AND CONDITIONS AND WAIVER

Whereas KATHERINE A. MILES/EMBRACE YOUR SONG intends to provide a quality, comprehensive music program and whereas the STUDENT desires to enrol in a particular course of study of music performance and education, now therefore, KATHERINE A. MILES/EMBRACE YOUR SONG and the STUDENT agree as follows:

- The term “KATHERINE A. MILES/EMBRACE YOUR SONG”, or “INSTRUCTOR” as used in this contract, includes Katherine A. Miles, carrying on business as Embrace Your Song as well as its former, current, and future officers, directors, employees and independent contractors. The term “STUDENT”, as used in this contract, includes the person enrolled in or intended to be enrolled in a program offered by KATHERINE A. MILES/EMBRACE YOUR SONG by means of this contract, his or her parents or guardians, and the assigns, heirs, and executors of any of them.
- The STUDENT hereby agrees and acknowledges that at all times the student is in attendance at the school, he/she shall be using the facilities and equipment at his/her own risk and hereby forever releases KATHERINE A. MILES/EMBRACE YOUR SONG from any responsibility from injuries and/or damages caused by any person or property relating directly or indirectly to the use of the facilities and/or equipment contained herein.
- The STUDENT hereby releases KATHERINE A. MILES/EMBRACE YOUR SONG or any employee or independent contractor hired or retained by KATHERINE A. MILES/EMBRACE YOUR SONG from any cause of action or claim that he/she now has or may have in the future for any property damage or bodily injury or harm (including COVID-19 or any Variant of the virus - symptoms or contraction of the virus) to any person arising from the attendance of a lesson at the STUDENT’S school, the STUDENT’S residence or INSTRUCTOR’S residence. All precautions for COVID-19 will be taken and by signing this form, parents are agreeing that their child will follow them. The teacher has been fully vaccinated.
- The student hereby agrees and acknowledges that at all times that KATHERINE A. MILES/EMBRACE YOUR SONG is at the STUDENT’S residence, either the PARENT/GUARDIAN or another person over the age of eighteen (18) must be present at all times. (Currently only students are allowed in the home due to COVID-19 precautions but there will be another person present in the home at all times).
- KATHERINE A. MILES/EMBRACE YOUR SONG reserves the right to change, modify, or cancel any classes, due to insufficient enrolment or other reasons. If this occurs, the student will be refunded the remainder of any unused lessons.

Tuition Payment

The STUDENT agrees to pay tuition fees in accordance with lesson costs for Piano or Voice by either the preferred method of Paypal Invoice (debit or credit) OR by e-transfer, Cash/Cheque delivered on time to the teacher by their renewal date on the 1st of the month. Full Semester payment is also available. Either method of Tuition Payment will agree to the following:

A twenty five dollar (\$25) administrative fee will be charged to the PAYOR for any cheques returned to KATHERINE A. MILES/EMBRACE YOUR SONG as NSF (non-sufficient funds). Full payment of NSF amount plus the twenty five dollar (\$25) fee must be received within ten (10) days of notification.

MONTHLY PAYMENT OPTION: It is understood that the STUDENT (through their parent/guardian) will be invoiced by email on a monthly basis. First payment is due before lessons begin. Subsequent payments will be due the 1st of the month. Lesson materials are to be purchased by the STUDENT upon recommendation by the instructor.

The STUDENT may terminate their enrolment with KATHERINE A. MILES/EMBRACE YOUR SONG lessons at any time however, it is requested that at least 2 weeks' notice be given. Once a month is paid for there are NO REFUNDS OR RETURNS.

SEMESTER PAYMENT OPTION: The price for a semester may change slightly depending on the semester dates. The STUDENT may terminate lessons after the semester has finished. Once the semester is paid for there are NO REFUNDS OR RETURNS.

- KATHERINE A. MILES/EMBRACE YOUR SONG reserves the right to terminate this enrolment agreement for non-payment of fees or for disruptive or disrespectful behaviour by the STUDENT.
- Missed Lessons: The STUDENT, will not receive a makeup lesson for student absences due to illness, field trips, appointments or any other reason. It is the STUDENT'S (and their parents') responsibility to ensure that other activities don't coincide with their scheduled music day. The In-School price is a flat rate that has factored in holidays and PD Days etc therefore, makeup lessons are not available except as follows:
 - In cases where the INSTRUCTOR cancels due to illness or emergency, the STUDENT will be eligible for a makeup lesson. This will be fit into existing school lesson schedules if possible or booked individually to take place at the residence of the INSTRUCTOR at a time convenient to both parties.
- SNOW DAYS:
 - If it is a snow day (ie: any time school buses are cancelled) the INSTRUCTOR will be at the school ready to teach all students who are present but reserves the right to cancel if weather is judged to be too dangerous.
 - There will be no compensation for lessons missed on a snow day if the INSTRUCTOR is present.

The STUDENT/PARENT/GUARDIAN OF STUDENT hereby consents to and authorizes the INSTRUCTOR to photograph, film, or record the STUDENT at any time the STUDENT is in class, rehearsal or performance as a part of lessons with KATHERINE A. MILES/EMBRACE YOUR SONG. The STUDENT/PARENT/GUARDIAN OF STUDENT grants to KATHERINE A. MILES/EMBRACE YOUR SONG the right to use photographs, videos and recordings at its sole discretion in any publication, broadcast, multimedia production, DVD/CD, display, advertisement or internet publication, worldwide in connection with activities relating to the educational, administrative, commercial, or statistical purposes of Katherine A. Miles/Embrace Your Song, such as promoting, publicizing, marketing, or explaining the business, or its activities, for research, commerce, trade, or fundraising related purposes, or for other consistent purposes.

The STUDENT (OR PARENT/GUARDIAN) has read this consent, waiver, indemnity and release IN FULL before signing below, and fully understands its contents, meaning and impact and that it is binding on the STUDENT (OR PARENT/GUARDIAN), and all of their heirs, executors, administrators and assigns.

STUDENT NAME PRINTED: _____

STUDENT NAME SIGNED: _____

DATE: _____

GRADE LEVEL: _____ STUDENT'S AGE: _____

NAME OF SCHOOL ATTENDING: _____

PARENT'S EMAIL ADDRESS:

PARENT/LEGAL GUARDIAN CONTACT CELL NUMBER(S):

EMERGENCY CONTACT NAME/NUMBERS:

EXISTING MEDICAL/LEARNING CONDITIONS THAT COULD AFFECT MUSIC LESSONS:

<p>IMPORTANT:</p> <p>If STUDENT is under 18 years of age please fill out below to complete the form:</p> <p>PARENT/LEGAL GUARDIAN PRINTED: _____</p> <p>PARENT/LEGAL GUARDIAN SIGNED: _____</p> <p>DATE: _____</p> <p>WITNESS NAME PRINTED: _____</p> <p>WITNESS NAME SIGNED: _____</p> <p>DATE: _____</p> <p><i>katherineamiles@icloud.com ~ 705-923-7427 ~ www.embraceyoursong.com</i></p>
