

GENERAL CONSENT AGREEMENT

Tour participants shall be covered by all conditions, provisions, rules, regulations, waivers and agreements entered into with American Music Abroad Honor Bands, Choirs & Orchestras during the time on the tour, whether spent in the United States or abroad, from the date of joining American Music Abroad Honor Bands, Choirs & Orchestras until released by American Music Abroad Honor Bands, Choirs & Orchestras. It shall be the responsibility of each tour participant to follow all instructions, directions, rules, regulations and codes of conduct issued by American Music Abroad Honor Bands, Choirs & Orchestras or its personnel.

American Music Abroad Honor Bands, Choirs & Orchestras is not responsible for claims for loss, theft or damage, to any personal property, including but not limited to instruments or money brought on the tour. Any such losses, whether covered by insurance or uncovered, shall not be the responsibility of American Music Abroad Honor Bands, Choirs & Orchestras.

As a condition of tour membership, participants must provide at check-in of the pre-tour orientation session evidence of a certificate of current insurance which indicates that loss, damage or theft of or to his/her instrument(s) is covered. Failure to comply with this requirement shall release American Music Abroad Honor Bands, Choirs & Orchestras from any and all claims for loss, theft or damage to the instrument. Participation in the tour without such certificate will not serve to waive any of the rights of American Music Abroad Honor Bands, Choirs & Orchestras under this Agreement. Participants assume all liability for any and all losses or damages, whether personal or property, which may arise from this trip.

American Music Abroad Honor Bands, Choirs & Orchestras must be informed in writing of any medical, emotional or behavioral condition which might present a problem for the tour participant or for American Music Abroad Honor Bands, Choirs & Orchestras in permitting the individual to join the tour and participate in all activities. A physician's affidavit (on the form provided by American Music Abroad Honor Bands, Choirs & Orchestras) must be provided for each individual participant at the time of orientation. American Music Abroad Honor Bands, Choirs & Orchestras must be informed of any change(s) in physical or emotional condition up until the time of tour departure. Any special expenses incurred by or on behalf of individual participants must be reimbursed to American Music Abroad Honor Bands, Choirs & Orchestras and its chaperones/staff; such special expenses shall include but not be limited to medical or psychological care, drugs or other treatments, transportation including airfare to or from any point for any reason including dismissal for misconduct or ill health and communication costs.

American Music Abroad Honor Bands, Choirs & Orchestras accepts no responsibility for loss or additional expenses resulting from improper passports, visas or other documents. Any requests for individual modification of the tour by parent, guardian or tour member must be requested in writing.

All rates are based on tariffs and costs in effect August 2019 and are subject to change and/or confirmation when final payment is made. In the event that it becomes necessary or advisable, for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made. Additional expenses, if any, shall be borne by participants, conversely, refunds will be made if any saving is effected.

American Music Abroad Honor Bands, Choirs & Orchestras does not act as warrantor or guarantor for the various companies, institutions and associations whose services, accommodations and equipment are made available in connection with its tours. American Music Abroad Honor Bands, Choirs & Orchestras expressly assumes no responsibility or liability arising from the provision or use of any such equipment and/or services, including but not limited to transportation, room, food and performance sites.

Tour participants hereby consent to allow American Music Abroad Honor Bands, Choirs & Orchestras, at any future time, to use photographs taken during the tour as part of its general promotional activity, specifically including photographs posted to the American Music Abroad Honor Bands, Choirs and Orchestras social media accounts. However, American Music Abroad Honor Bands, Choirs & Orchestras shall not be liable for any offensive or inappropriate photographs or other communications as posted by a tour participant.

In the event that membership must be cancelled for any reason after the date of the final commitment, no rebate, refund or credit will be owed or issued by American Music Abroad Honor Bands, Choirs & Orchestras. In the event that American Music Abroad Honor Bands, Choirs & Orchestras exercises its discretion and determines that the behavior or physical or emotional condition of a tour participant is such as to constitute grounds for dismissal from the tour after the date of final commitment no rebate, refund or credit will be owed by American Music Abroad Honor Bands, Choirs & Orchestras.

In the event of the occurrence of any such natural or political event, including but not limited to, act of God, or riot, civil commotion, sovereign conduct, or conduct of third parties, then American Music Abroad Honor Bands, Choirs & Orchestras, in its sole discretion, may cancel the tour; thereupon, American Music Abroad Honor Bands, Choirs & Orchestras shall be excused from further performance under this Agreement. In any such circumstance, the tour participant hereby recognizes that American Music Abroad Honor Bands, Choirs & Orchestras has acted in its capacity as agent for the tour participant. Accordingly, the only obligation of American Music Abroad Honor Bands, Choirs & Orchestras to tour participant shall be the return to the tour participant of such amounts as are then held by American Music Abroad Honor Bands, Choirs & Orchestras or returned to American Music Abroad Honor Bands, Choirs & Orchestras by those with whom travel accommodations have been made, less amounts for the reasonable charges of American Music Abroad Honor Bands, Choirs & Orchestras for effecting the return of any refunds.

The tour participant and/or his/her parent or legal guardian hereby waives and releases any and all rights, demands, actions, causes of action and claims for injury or death to any person(s) or for damage or loss of property arising during the period of tour membership or attributable to this agreement that such tour participant may have against American Music Abroad Honor Bands, Choirs & Orchestras, its organizers, owners, chaperones, employees and volunteers, both personally and in their official or professional capacities; additionally, with respect to the foregoing, any parent or legal guardian hereby agrees to indemnify and hold harmless American Music Abroad Honor Bands, Choirs & Orchestras, its organizers, owners, chaperones, employees and volunteers, both personally and in their official or professional capacities, for any cost and expenses (including reasonable attorney's fees) that may be asserted or recovered by or on behalf of any tour participant based upon or attributable to the performance of American Music Abroad Honor Bands, Choirs & Orchestras under this agreement. This waiver, release and indemnification shall include but not be limited to any and all claims which may result from American Music Abroad Honor Bands, Choirs & Orchestras's exercise of discretion, its selection of tour members, service or transportation providers and equipment, and the acts, defaults or defects thereof, as well as any and all damages arising from natural or political events.