

**Indiana University Jacobs
School of Music**

**Online Code of Conduct
Participant Agreement**

It is required that all parents or legal guardians of minors (participants 17 years of age and under) accept the Indiana University Jacobs School of Music Online Code of Conduct Participant Agreement. This agreement must be signed by both the minor child/dependent (the “participant”) and his or her parent/legal guardian. Your signatures ensure that you fully understand and accept what is expected.

1. All participants are expected to behave and present themselves in a respectful, responsible, and courteous manner towards faculty, staff, and fellow participants at ALL times. Participants (and their parent or legal guardian) will be held financially responsible for any damage to University property caused by participant.
2. If the program director determines, at his or her sole discretion, that the participant’s behavior has become a distraction from the focus of the discipline, the participant will be subject to appropriate disciplinary action up to and including dismissal from the program without any refund. If the participant is dismissed from the program, the participant’s parent or legal guardian will be required, at their own expense, to immediately remove the participant from the program.
3. Indiana University and the Jacobs School of Music accept absolutely no responsibility for any behaviors in which the participant may engage that are destructive or endanger themselves or others.
4. Absolutely no bullying shall be tolerated. This includes verbal or physical bullying through inappropriate comments, language, or otherwise. This also includes cyber bullying (e.g. social media, email, cell phones.)
5. Absolutely NO DRUGS, ALCOHOL, FIREARMS, or other WEAPONS will be allowed at the program or on campus. Any participant breaking this rule will be immediately dismissed without any refund. All University policies, city ordinances, and state and federal laws will be enforced.
6. Participants shall maintain a positive attitude, take corrections politely, and apply them as needed.

By signing this form, I agree that I have read and fully understand all of the above information. I understand that this Code of Conduct, as well as the policies in the policy manual, will be enforced and applied. *I further agree and understand that if the participant fails to comply with the above Code of Conduct or any of the policies he/she may, at the University's sole option, be dismissed immediately from the program without any refund at the expense of the parent or legal guardian.*

I hereby release and fully discharge Indiana University and the Jacobs School of Music, including its officers, employees, and agents (collectively, "IU"), from any and all claims or causes of action, including all liability for damage to personal property or personal injury which may result from my child/dependent's participation in the program that may be brought by me or my child/dependent, or for any injury or loss that my child/dependent may suffer while participating in the program, whether caused by negligence or otherwise, to the fullest extent permitted by law. I further release, indemnify, and hold harmless IU, from and against any and all liability, actions, debts, claims, and demands of every kind whatsoever, including, but not limited to, any claim for negligence and/or any present or future claim, loss, or liability for which my child/dependent may be liable to any other person or to IU that arises out of my child/dependent's participation in the program. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself and my child/dependent, but also the successors, heirs, representatives, administrators, and assigns of myself and my child/dependent.

Participant's Name (Please print)

Participant's Signature_____

Date_____

Parent/Guardian's Name (Please print)

Parent/Guardian's Signature_____

Date_____

Assumption of Risk and Release from Liability (“Agreement”)

The Jacobs School of Music, on behalf of The Trustees of Indiana University (“IU”), is facilitating online participation in the Jacobs School of Music Summer Program (“Program”), from May 1, 2020 - August 31, 2020.

I wish to participate in the Program. In consideration of the services to be rendered in organizing the Program and in consideration of my participation in the Program, I hereby agree to the following:

1. I understand activities for the Program may include, but are not limited to, the following: physical activities (e.g., dancing, running, jumping, climbing); physical exertion such as lifting or moving heavy objects; class participation and recital performance.
2. I understand that certain risks are inherent in participation in the Program. These risks may include, but are not limited to, such things as incidents related to the above mentioned activities, including sprains, broken bones, cuts, bruises, temporary or permanent disability, and/or death; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Program, the other participants of the Program (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. I understand that my participation in this Program is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in the Program. I agree to assume the risks of my participation in the Program, including the risk of catastrophic injury or death.
5. I understand and acknowledge the Program will be delivered online and instruction will occur virtually. I further understand that it is my responsibility to provide appropriate equipment and a safe and adequate location for participation in the Program.
6. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Program.
7. In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport on my behalf, or my Child in the event participant is my Child. I waive my right to receive informed consent prior to such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.
8. I fully understand that all IU policies and regulations, including those embodied in the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior for the entire duration of the Program. I understand that any violations of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the appropriate law enforcement agency and/or the Office of Student Ethics for disciplinary action.
9. I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or

assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the Program to the fullest extent permitted by law.

10. I authorize The Trustees of Indiana University (“IU”), acting through its agents, employees, or representatives, to take photographs, video recordings, and/or audio recordings of me, including my name, my image, my likeness, my performance, and/or my voice (“Recordings”). I also grant IU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by IU, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that IU will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge IU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the Recordings or IU’s future use of the Recordings.
11. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Program that purports to establish the venue for any litigation arising from this Program, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Program, in any court other than the Circuit Court of Monroe County, Indiana.

I have read this entire Agreement, I fully understand it, and I agree to be bound by it. I represent and certify that my true age is at least 18 years old, or, if I am under 18 years old on this date, my parent or legal guardian has also signed below.

Participant Signature: _____

Date: _____

Parent Signature: _____

Date: _____