



2006 San José International Mariachi Conference & Workshops

Participant Agreement/Terms and Conditions

1. All participants will agree to abide by all Workshop rules and policies.
2. Teachers may dismiss a participant from any Workshop activities.
3. The Mexican Heritage Corporation is not responsible for any lost articles of clothing or any other personal items.
4. The Mexican Heritage Corporation may use photographs or video of participants for promotion.
5. Workshop participants must be present for each day of the workshop sessions.
6. **Emergency Release:** If a participant is a minor, the undersigned parent/guardian agrees that, in case of an emergency at the San Jose Mariachi Workshop involving their child and a parent/guardian is unable to be contacted, the parent/guardian gives their permission for staff personnel present to contact emergency medical personnel, and permit whatever medical treatment is deemed necessary by the doctor for the emergency.
7. **Assumption of Risk and Hold Harmless Agreement:** You as parent/guardian of your child(ren) or as an adult participant are aware of the inherent risks of injury and illness. You or your parent/guardian shall indemnify, defend, hold harmless The Mexican Heritage Corporation, its officers, directors, shareholders, employees, agents, owners of property used and leased by the Mexican Heritage Corporation and its representatives (collectively) against liability demands, claims, costs, damages, losses, recoveries and settlements incurred by indemnities ('losses') regardless of cause other than gross negligence, known or unknown, arising from your or your child(ren)'s participation in the Mexican Heritage Corporation's Mariachi Workshop activities.
8. **Choice of Laws/Arbitration of Disputes and Disagreements:** All questions with respect to the construction of this agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the state of California. Workshop participants and parents (where applicable) and the Mexican Heritage Corporation accept binding arbitration as a method of resolving disagreements between the Workshop participants and the Mexican Heritage Corporation. Participants and minor participant parent agree to submit any dispute to an arbitration firm selected by the Mexican Heritage Corporation for resolution. The basis for resolution shall be Participant Agreement, the San Jose Mariachi Workshop and any registration forms and materials. Specific written materials provided to the participant and his/her parent/guardian and the applicable laws of the state of California and the United States of America shall be the basis for arbitration of any disputes between the Mexican Heritage Corporation and the participant or parent/guardian of the minor participant.

Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Please complete the information below in case of emergency. Print CLEARLY:

Participant Name _____ Age (if minor) _____

1. Parent/Guardian _____ Day phone _____
evening phone _____ cell phone _____

2. Parent/Guardian _____ Day phone _____
evening phone _____ cell phone _____

3. Emergency Contact _____ Day phone _____
evening phone _____ cell phone _____

Medical Insurance Number: _____ Preferred Hospital: _____

Name of Personal Physician: _____ Phone Number _____