

POLICIES AND WAIVERS

APPLICABILITY OF POLICIES AND WAIVERS

All policies, waivers, authorizations, releases, assumptions of risk, and related provisions contained herein apply not only to Music Learning Center, Inc. and Baldwin Music Education Center (collectively referred to as “BMEC/MLC” or “Studio”), but also to any and all teachers, assistants, staff members, contractors, substitute instructors, volunteers, guest artists, representatives, and any partnering organizations, institutions, churches, schools, libraries, or other entities with whom BMEC/MLC collaborates for the purpose of providing classes, workshops, performances, camps, webinars, virtual instruction, or related programming.

By registering for or participating in any BMEC/MLC program or collaborative program, whether hosted directly by BMEC/MLC or in partnership with another organization, the Parent and Student acknowledge and agree that all such individuals and entities are covered under and protected by the policies and waivers set forth below.

REGISTRATION AND TUITION

Once a registration is submitted, there are no refunds before or during the term.

Submission of a registration does not guarantee placement in a class. Current term students and siblings have priority placement. Class rosters are not finalized until after the published registration deadline. If a registrant is not placed in a class, a full refund will be issued.

Tuition is non-refundable once a student is enrolled in a class for the term.

We do not give credit for missed classes. If a student or teacher misses a class for any reason, there are no rescheduled classes, refunds, or credits. An absence/flex process may be available, when feasible, to allow limited scheduling flexibility.

Once enrolled in the current term, students will be automatically enrolled into the subsequent term, with tuition payment due, unless written notice of changes is received by the published deadline.

Class times, instructors, and formats are subject to change without prior notice or consent.

If a class does not meet minimum enrollment requirements or is full, registrants will be notified and offered alternate placement options. If placement cannot be made, a full refund will be issued.

COMMUNICATION

By registering, you agree that communication may be conducted via landline phone, cell phone, text message, email, and postal mail.

FACILITIES

When classes are held at partner locations, including but not limited to All Saints Episcopal Church, BMEC/MLC participants are considered guests of that facility. Access is limited strictly to designated areas approved for BMEC/MLC use. All other areas are off limits.

No food or drink are permitted in designated music instruction rooms unless explicitly approved.

PROGRAM FORMAT

“Classes” include, but are not limited to, in-person classes, video classes, webinars, and virtual instruction via platforms such as ZOOM or SKYPE, as well as workshops, camps, performances, and collaborative programs.

PHOTOGRAPHY AND MEDIA RELEASE

You understand and agree that photographs, video recordings, or audio recordings of you or your child may be used for promotional, marketing, educational, archival, or informational purposes by BMEC/MLC without compensation.

GENERAL WAIVER AND RELEASE

By enrolling in any BMEC/MLC program or collaborative program, you waive and release any and all rights and claims for damages you or your child may have against BMEC/MLC, its owners, employees, teachers, assistants, contractors, substitute instructors, volunteers, guest artists, representatives, affiliated entities, partnering organizations, and host facilities for any injuries, losses, or damages suffered in connection with participation in any activity sponsored, hosted, facilitated, or conducted by BMEC/MLC.

In the event of class cancellation by BMEC/MLC, reasonable efforts will be made to reschedule the class.

AUTHORIZATION AND RELEASE FROM LIABILITY REGARDING IN-PERSON MUSIC INSTRUCTION

PARTIES

“Studio” refers to Music Learning Center, Inc. and Baldwin Music Education Center (BMEC/MLC), including all individuals and partnering entities described above.

“Parent” refers to the legal parent or guardian.

“Student” refers to the enrolled participant.

AUTHORITY

The Parent represents and warrants that he or she is the lawful guardian of the Student and has full legal authority to bind both the Parent and the Student to this Authorization and Release. The Parent affirms that any other legal guardian of the Student agrees to and is bound by these terms.

COVID ADVISORY

COVID-19 has been declared a worldwide pandemic. It is contagious and may spread through person-to-person contact. Federal, state, and local authorities may recommend safety protocols to reduce transmission risk.

SAFETY PROTOCOLS

The Parent acknowledges and agrees that the Student will comply with all safety protocols implemented by BMEC/MLC or any partnering organization or facility, which may include but are not limited to physical distancing, hygiene requirements, health screenings, masking, or other safety measures deemed appropriate at the time of instruction.

ASSUMPTION OF RISK

The Parent understands and acknowledges that participation in in-person instruction carries inherent risks, including potential exposure to communicable illnesses such as COVID-19. Despite safety protocols, exposure may occur. The Parent acknowledges that infection could result in illness, quarantine, medical treatment, hospitalization, complications, or death.

The Parent voluntarily assumes all risks related to participation in music instruction and related activities, whether occurring at BMEC/MLC facilities or at partner locations.

RELEASE OF LIABILITY

The Parent, on behalf of the Student and any other legal guardian, hereby releases, covenants not to sue, discharges, defends, indemnifies, and holds harmless BMEC/MLC, its owners, employees, teachers, assistants, contractors, substitute instructors, volunteers, guest artists, agents, representatives, affiliated entities, partnering organizations, and host facilities from any and all claims, liabilities, actions, damages, costs, or expenses arising out of or related to participation in music instruction or exposure to communicable illness, including but not limited to COVID-19.

By registering for or participating in any BMEC/MLC program, the Parent acknowledges that he or she has read, understands, and agrees to all terms and conditions contained herein.