

 <p><b>Blossom &amp; Bloom</b> MUSIC THERAPY SERVICES</p>	<p><b>Blossom &amp; Bloom Music Therapy Services, LLC</b>          625 W. Deer Valley Rd. Suite 103-160          Phoenix, AZ. 85027          602-405-6443  <a href="http://www.bnbmusictherapy.com">www.bnbmusictherapy.com</a></p>
--	---

***Waiver and Release of Liability  
(Participant)***

In exchange for the value and benefit of the service received, including my child's participation in activities conducted by or on behalf of Blossom & Bloom Music Therapy Services, ("B&B"), I have read, understand and willingly sign this wavier. I acknowledge that my participation in any activity conducted by, on the premises of, or for the benefit of B&B ("Programs") is voluntary.

I further understand that there are risks and dangers inherent in participating in the Programs including, but not limited to, risks associated with the following causes: falling; running; being pushed; sliding; infection or disease; bodily reactions to materials used in the Programs; striking or being struck by another individual; equipment used in the Programs; a condition of the land or building where the Programs is located, whether known or unknown; criminal acts of known or unknown persons; the intentional or unintentional acts or omissions of a third party; an error in administering first aid; or other acts, incidents, or conditions, whether known or unknown to B&B.

I hereby represent that my child is able to participate in the Programs, and I will observe all applicable laws, rules, and regulations, and that my child will conduct himself/herself in a safe and prudent manner while participating in the Programs.

My child's participation in the Programs may be on a repeat or on-going basis, and if so, I understand that this Waiver and Release of Liability will continue to be in effect each time my child participates in the Programs.

I understand that I am solely responsible for my child's health and safety and I knowingly agree to assume all risks associated with participation in the Programs, both known and unknown, and assume full responsibility and liability for any injuries, illness, claims, damages, charges, bills, or expenses I may incur while my child is participating in the Programs.

In consideration for my child being permitted to participate in the Programs, I freely and voluntarily release, waive, discharge, and indemnify the B&B and their trustees, agents, assigns, affiliates, volunteers and employees (the "Released Parties") from any and all claims, liability, injuries, losses, damages, or costs of any kind or nature that arise from, are caused by, or are related in any way to the Programs. In addition, I agree to indemnify and hold the Released Parties

harmless from any loss, liability, damage, or cost which they may incur as a direct or indirect result of my child's participation in the Programs.

I acknowledge, fully understand, and agree that I am providing the Released Parties with a release, waiver, and covenant not to sue regardless of the actual, potential, or alleged cause of any injury, harm, or damage to my child and whether or not the injury, harm, or damage was caused, potentially caused, or alleged to be caused by: (i) my child's actions or inactions; (ii) the actions, inactions, or negligence of any kind whatsoever of the Released Parties; and (iii) the actions, inactions, or negligence of any kind whatsoever of any third party. I further agree that I shall never bring, commence, prosecute, or participate in any action, suit, or other proceeding against the Released Parties arising out of, concerning, or related to, my participation in the Programs, or the actions, omissions, or negligence of the Released Parties.

I have full power, authority, capacity, and right, without any limitation, to execute and deliver this Waiver and Release of Liability. This Waiver and Release of Liability shall be binding upon me and my spouse, legal representatives, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties. If any provision of this Waiver and Release of Liability or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the validity or enforceability of the remaining provisions and other applications thereof shall not be affected and shall be given effect and enforced to the fullest extent permitted by law. This Waiver and Release of Liability shall be governed by the laws of the State of Arizona.

**I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND WILL ABIDE BY EACH OF THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY. I AM THE PARENT(S) OR LEGAL GUARDIAN(S), WHO BY HIS/HER/THEIR SIGNATURE(S) AGREE TO BE LEGALLY RESPONSIBLE FOR THE OBLIGATIONS DESCRIBED IN THIS WAIVER AND RELEASE OF LIABILITY AND AGREE TO BE BOUND BY ITS TERMS.**

---

Child's Name

---

Address

---

Parent/Guardian Signature

Printed Name

Date

Accepted on behalf of Blossom & Bloom Music Therapy Services, LLC:

---

Signature

Printed Name/Title

Date