

TERMS AND AGREEMENT

I the undersigned (or my parents or guardian if I am a minor), an applicant for a program at Forte Academy of Music (hereby known as FAM, acknowledge that the terms and conditions appearing in the program brochure or itinerary description constitute part of my agreement with FAM, including sections concerning responsibility, refunds and changes in dates, accommodations and courses.

I waive and release all claims against FAM and its agents, including any person or entity employed or utilized by FAM for any injury, loss, damage, accident, delay or expense resulting from events beyond its control, including (without limitation) acts of God, war, strikes, incidents of politically-motivated violence, sickness or quarantine, epidemics, government restrictions or regulation or, in the absence of its own negligence, arising from the use of any vehicle or from the selection or any act or mission of any host family, steamship, airline, railroad, bus company, taxi service, hotel, restaurant, school, university or other firm, agency, company or individual.

I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that FAM is not responsible for any injury or loss whatever suffered by me during periods of independent travel or during any absence from the university or other FAM-supervised activities. I expressly acknowledge and agree as a condition of traveling on an FAM program that I (and anyone claiming through me) shall have no rights whatsoever, directly or indirectly, under any theory at law or in equity against FAM.

I hereby grant FAM and its agents full authority to take whatever actions they may consider to be warranted due to any international or political unrest, personal emergency or other event regarding my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith. I authorize FAM and its agents at their discretion to place me at my own (or my parents') expense and without my further consent in a hospital within the United States for medical services and treatment, or if no hospital is readily available, to place me in the hands of a local medical doctor for treatment. If deemed necessary or desirable by FAM or its agents, I authorize them to transport me back to my country by commercial airline or otherwise at my own (or my parents') expense for medical treatment. In the event FAM or its agents advance or loan any monies to me or incur special expense on my behalf while I am in the U.S., I (and my parents) agree to make immediate repayment. I will comply with FAM's rules, standards and instructions for student behavior. I hereby waive and release all claims against FAM and its agents arising at a time when I am not under the direct supervision of FAM or its agents or arising out of my failure to remain under such supervision or to comply with such rules, standards and instructions, and I agree to indemnify FAM and its agents against any consequences thereof. I agree that FAM shall have the right to enforce appropriate standards of conduct and that it may at any time terminate my participation in FAM's program for failure to maintain these standards or for any actions or conduct which FAM considers to be incompatible with the interest, harmony, comfort and welfare of other students. If my participation is terminated, I consent to being sent home at my own (or my parents') expense with no refund of fees. I also understand that, if I leave the program voluntarily for any reason, there will be no refund of fees already paid. On group tours or other activities arranged by FAM I will accept the will of the majority whenever a matter of choice is presented to the group. I will also accept in good faith the instructions and suggestions of FAM or its agents in all matters relating to FAM's program or the personal conduct of program participants. I understand that from time to time FAM's publicity material may include statements by its students and/or their photographs, and I consent to such use of my comments and photographic likeness. I further agree to the release of my name and contact to other future participants. I understand that FAM reserves the right to make cancellations, changes or substitutions in cases of emergency or changed conditions or in the interest of each group. If I am not a citizen of the United States or Canada, I understand and accept that it is my responsibility to obtain all visas and required documents as a result of my not being a U.S. or Canadian citizen. I shall hold FAM harmless in the event I cannot obtain the necessary documents for participation. All references in the Agreement and Release to "FAM" and "its agents" shall include FAM and all of its officers, directors, staff members, campus directors, chaperones, group leaders, teachers, host school or school officials, employees, agents and affiliated companies. All references herein to the "parents" of the applicant shall include the legal guardian or other adult responsible for the applicant. This agreement will be effective when my application is accepted by FAM and shall be governed by the laws of the State of Colorado. I understand that my agreement with FAM cannot be modified or interpreted except in writing and that no oral modification or interpretation shall have any validity.

Agreed and accepted by:

STUDENT SIGNATURE

DATE

PARENT SIGNATURE

DATE