PARTICIPANT AGREEMENT
B MUSIC YOUTH, LLC

In consideration for my child's participation in the music program provided by B Music Youth, LLC (the "Program"), I hereby release and forever discharge the B Music Youth, LLC, its agents, officers, employees and independent contractors (the "Company" or the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, whether caused by the negligence of the Company or otherwise, while participating in the Program, while online or while completing assignments or practicing skills at home. Program activities may include, but are not limited to, the following:

- In-person music classes
- Interactive music classes in an online platform
- Music education and associated skills

1. Identification and Acknowledgment of Risk

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, image replication, and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, whether caused by the negligence of the Company or otherwise.

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2. Consent to Limited Data Collection

I hereby give permission for the Company to collect information from me and my child through an online platform, for the limited purpose of Program registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by the third-party platform provider for participation.

3. Consent to Photography and Recording

I further hereby authorize the Company to photograph and video/audio record my child during the Program. I hereby grant the Company the irrevocable right and permission to use video footage and/or still photos of my child on the Company's website and in promotional flyers, derivative works, or for any other similar purpose without compensation to me or my child. I understand and agree that video footage and/or still photos of my child may be placed on the Internet, including on the Company's social media accounts.

I understand and agree that I or my child may be identified by name in printed, Internet or broadcast information that might accompany the photograph or video image of my child. I agree that all such portraits, pictures, photographs, video and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of the Company. I waive the right to approve the final product.

I hereby release and forever discharge the Company, its agents, officers, employees and independent contractors from any and all claims and demands arising out of or in connection with the use of said videos/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

4. Release and Waiver of Liability

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program whether caused by the negligence of releases or otherwise. It is my express intent that this Participant Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES. I hereby further agree that this Participant Agreement shall be construed in accordance with the laws of the State of North Carolina.

5. Non-Solicitation

For the duration of my child's participation in the Program and for a period of eighteen (18) months thereafter, I agree that neither I nor any member of my family or any of my or their Affiliates will, without the prior written consent of the Company, directly or indirectly, (i) solicit, hire or recruit, or attempt to solicit, hire or recruit, any officer, director, employee or individual independent contractor of the Company or induce the termination of employment or engagement of any of the foregoing or (ii) engage any Covered Person to perform services or work that is in any way the same, similar or related to any services or work performed by the Company or any independent contractor of the Company. For the purposes hereof, (x) a "Covered Person" is any person or organization with whom I or my child has had any substantial or non-incidental contact by reason of my child's participation in the Program and (y) an "Affiliate" of a party shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party, and the term "control" (including the terms "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership or control of the voting securities of a person or entity, by contract or otherwise. The non-solicitation obligations set forth in this **Section 5** explicitly cover all forms of oral, written or electronic communication, including, but

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not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, text message and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter and any other social media platform, whether or not in existence at the time of entering into this Participant Agreement.



IN SIGNING THIS PARTICIPANT AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing. I hereby agree to the foregoing by my own free will. No oral representations, statements or inducement, apart from the foregoing written agreement, have been made. I am at least 18 years of age and fully competent; and I am the parent or guardian of the child participant. I execute this Participant Agreement for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

_____

Name

_____

Signature

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_____

Date