



THOR-NYC: 584 8th Avenue, Mezz Fl
THOR-BK: 123 Smith St, 2nd Fl
PHONE: 917.426.9111

THOR MEMBER REGISTRATION FORM

PLEASE FAX BACK TO: 917.426.9111

FAMILY INFORMATION

PARENT/GUARDIAN NAME: _____ (the "Parent")

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____

E-MAIL ADDRESS: _____

MEMBER/PARTICIPANT'S NAME: _____ (the "Participant")

DATE OF BIRTH: _____ E-MAIL ADDRESS: _____

EMERGENCY CONTACT NAME: _____

CELL PHONE: _____

MEMBERSHIP FEES (to be filled out by THOR)

MONTHLY THOR PROGRAM CHOSEN:

ADDITIONAL PROGRAM/PRIVATE LESSON:

TOTAL:

BILLING METHOD (circle one):

- **CREDIT CARD** – monthly recurring billing from first payment date

NAME ON CARD: _____

ACCOUNT NUMBER: _____ EXP DATE: _____

- **CHECK / CASH** – due monthly on day of first payment date

CANCELLATION POLICY

Tomato's House Of Rock, LLC's ("THOR") program (the "Program") will continue on a monthly basis until THOR receives written notice of cancellation (via e-mail or hard copy), at least thirty (30) days prior to the effective date of cancellation.

THOR'S POLICIES AND WAIVERS

1. Code of Conduct, Ear Plug Waiver and Release, General Waiver, Release, Defense, Indemnification and Hold Harmless (Required to be signed by the Parent if participant is under age 18)

The undersigned agrees to act in accordance with the attached Code of Conduct, Ear Plug Waiver and Release, General Waiver, Release, Defense, Indemnification and Hold Harmless.

Participant Age	Signature of Participant	Printed Name of Participant
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Date	Signature of Parent/Guardian	Printed Name of Parent/Guardian
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2. Permission To Use Participant's Image, Voice and Music Recordings

The undersigned grants THOR permission to use my images and voice or sound/music recordings in accordance with the terms and conditions of the attached Permission To Use Participant's Image, Voice and Music Recordings.

Participant Age	Signature of Participant	Printed Name of Participant
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Date	Signature of Parent/Guardian	Printed Name of Parent/Guardian
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3. Alcohol and Drug Policy; Waiver, Release and Hold Harmless

The undersigned agrees to act in accordance with the attached Alcohol and Drug Policy and to release and hold harmless THOR and its members, officers and employees from and against any and all damages or liabilities whatsoever arising out of or in connection with the Participant's violation of the Alcohol and Drug Policy, and further agrees not to commence and to waive any lawsuit, claim or cause of action against the foregoing parties related to damages and liabilities resulting from the Participant's violation of the Alcohol and Drug Policy.

Participant Age	Signature of Participant	Printed Name of Participant
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Date	Signature of Parent/Guardian	Printed Name of Parent/Guardian
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TOMATO'S HOUSE OF ROCK POLICIES AND WAIVERS

STUDENT/PARENT COMMITMENT TO THOR

PLS NOTE: we have these policies for a few reasons... THOR is a "big-picture" type creative program, as opposed to a casual endeavor; and we want the student to experience a full show cycle, get the full benefits of what we teach at THOR, and see true musical/creative growth. In this, we need every student in the program to be able to count on each other to be there for the process that they go through together, and their ownership of their part in the group and music. Seeing through a commitment, responsibility of being a team player, and time-management is a very important part of what we teach at THOR.

1) STUDENT/PARENT COMMITMENT TO THOR

- Even though THOR is an ongoing membership and "big-picture" type learning process, every THOR member agrees to commit to THOR and their current THOR program, through to the next main THOR show. In this, the parent also commits to paying the monthly THOR fee through that show as well, regardless of if the student cancels their membership during the pre-show/rehearsal period.
- Regular, consistent attendance is required, arriving on time and ready to play with instruments in tune (picks, straps, tuners, sticks!).
- Notification of conflicts must be given in writing via e-mail by parent with at least 24 hours notice (students are not allowed to contact teachers for this).
- Respect, understanding and positivity from every member, to every other member, is expected at all times. Parents will be notified and warned if this is not the case. If the undesirable behavior continues, member will be asked to leave through the parent. **BULLYING WILL NOT BE TOLERATED, and we have upheld this in the past!**
- Please remember that every student will get the chance to shine and express themselves through the music. In this, students will also be pulled out of their comfort zone, challenged, and expected to back up their fellow THOR members as they express their style and individuality on their music, as in the real world. We expect tolerance and graciousness to all the diverse individuals within the THOR Community - also as in the real-world, positive attitudes/team players will be rewarded... and negative, inflexible behavior will not.
- Respect, understanding and positivity from every member, to Tomato and the THOR staff, establishment, and its equipment is expected at all times. If the undesirable behavior continues, member will be asked to leave through the parent.

2) CONTACTING TOMATO AND/OR OTHER THOR TEACHERS

- THOR students may only directly contact Tomato, and/or other THOR teachers, with musical based questions via-e-mail; but it is still preferred that it is done through a parent's e-mail address and/or under their guidance.
- If the question is non-musical, the parent is required to e-mail Kate H.
- Please do not use text to contact Tomato, and/or other THOR teachers.
- TOMATO/THOR CALL HOURS (pre-teaching hours): MON-FRI 10am-3:00pm

3) TICKET SELLING POLICY FOR THOR SHOWS

- THOR distributes a minimal amount of tickets to each student to be sold mandatory to family/friends for most THOR performances.

We do this for a few main reasons:

- 1) To ensure that there is a good crowd in attendance for the performance

- 2) To cover the expenses of putting on a show in the NYC area's best venues
- 3) To teach the student the real-world responsibility of a working musician

PLS NOTE: putting on shows in the amazing venues THOR plays, for any band, requires a commitment from the band and commitment from their audience, otherwise the band cannot play the venue. Bands have to sell tickets to ensure that they have a crowd to warrant playing that venue and have a rockin show with a good crowd... and we want the students to understand the reality of the live show business. We also value giving our students the incredible experience of performing in these venues, which is unique to THOR. Please know that THOR does not make money off of these shows, the money goes into renting the venue, hiring staff, renting vehicles for instrument carting, etc.

CODE OF CONDUCT

The Participant shall act appropriately at all times, both inside and outside of THOR. Fighting, stealing, vandalism (other than designated spaces for wall art), the commission of any crime, and drug and alcohol use or possession will not be tolerated and may result in termination of participation in the Program and/or notification to the Parent and/or local law enforcement, in the sole discretion of THOR. If participation in the Program is terminated because of violation of the Code of Conduct, THOR shall not refund any money, deposit or fees paid by the Participant or the Parent.

- **Skateboarding is strictly prohibited the Building.**
- **Smoking is prohibited inside the Building.**
- **Please be respectful of the Building and our neighbors, and keep the outside volume down.**
- **Costs of any physical damage that the Participant may cause to the Building, THOR's premises and/or equipment (other than normal wear and tear), another participant's equipment, and/or fines as a result of physical damage, shall be the Participant's and the Parent's sole responsibility.**
- **Please be cautious of the language you use and your conversation topics when around the younger participants.**
- **THOR has a "ZERO TOLERANCE" for drugs and alcohol.**
- **If THOR suspects that the Participant is under the influence of drugs or alcohol, the Participant will be asked to leave and the Parent will be contacted.**
- **Please provide respect and compassion for the artistic and creative abilities of our staff and the other participants. Please remember that positive praise reinforces learning.**
- **Participants must remain on THOR's premises during the sessions and may not visit other areas of the Building; however, if permission is given by the Parent and THOR, the Participant may temporarily leave THOR's premises to get food.**
- **Information, addresses, email addresses and telephone numbers obtained by THOR are only for the use of our staff. We will not use the information except for purposes related to the Program.**

Hanging Out

The Participant is allowed, and encouraged to hang out during our hours to jam with friends, practice, listen to music or work on homework. The Participant is expected to leave promptly at closing time and not to loiter outside of the Building.

Rehearsals, Concerts, and Lessons

We expect the Participant to make THOR his/her top priority. The Participant is expected to always attend rehearsals, concerts and lessons. Lateness will not be tolerated and may result in termination of participation in the Program. Other participants will depend on the Participant to be able to play their parts. Please be respectful of their time and commitment as well as your own.

EAR PLUG WAIVER, RELEASE AND HOLD HARMLESS

Acknowledgement and Acceptance of Risk:

The undersigned understands that the failure to wear ear plugs or other protective hearing devices when participating in the Program may cause serious hearing loss, and participation in the Program may result in other known and unknown risks of injury to hearing and health. The undersigned expressly agrees to accept and assume all responsibility and risk for potential injury or damage to hearing and/or health that arises from participation in the Program. The undersigned voluntarily chooses to participate in the Program despite such known and unknown risks. If the undersigned does not wear earplugs or other protective hearing devices when participating in the Program, such decision is purely voluntary. The undersigned has been advised by THOR that protective hearing devices should be worn when participating in the Program because they may reduce the potential for hearing damage or loss of hearing from such activities.

Release:

In consideration of the undersigned's participation in the Program, the undersigned on behalf of myself and on behalf of my heirs, personal representatives, or assigns, does hereby **release and agree to defend, indemnify and hold harmless** THOR, its members, officers, agents and employees from any and all liability for hearing damage or loss of hearing, and the undersigned does hereby agree not to commence and to **waive** the commencement of any lawsuit, claim or cause of action for damages arising from injury or damage to my hearing or loss of hearing as well as from any other personal injury that may result from my participation in the Program. This release and waiver shall apply regardless of whether or not earplugs or other protective hearing devices are worn.

GENERAL WAIVER, RELEASE, DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

In consideration of the Participant's participation in the Program, including any trips to other location or venue, I, for myself or on behalf of my child, and for my or my child's heirs, personal representatives or assigns, do hereby **release and agree to defend, indemnify and hold harmless** THOR, its members, officers, agents, and employees from any and all liabilities and damages of whatever nature or origin, including personal injury and property damage, which I may sustain during, or as a result of my participation in the Program or on any trip, and I do hereby agree not to commence and to **waive** the commencement of any lawsuit, claim or cause of action against the foregoing parties for any and all damages and liabilities I may sustain in connection with or as a result of participation in the Program or any trip. I recognize that there are many risks of participation in the Program, known and unknown, including risks associated with traveling while on a trip, and I hereby agree to assume all such risks associated therewith.

(PLEASE SIGN SECTION 1 OF THE PARTICIPANT REGISTRATION FORM: Tomato's House Of Rock Policies and Waivers.)

PERMISSION TO USE PARTICIPANT'S IMAGE, VOICE AND MUSIC RECORDINGS

Because of the nature of public performances, rehearsals and the nature of THOR, there are many parents, friends, participants, media photographers, fans and others who take pictures, images, videos, film and audio recordings of performances, rehearsals, and lessons that may include you and/or your child. Because of the modern nature of digital media distribution, it is impossible for THOR, or any employee to control the distribution of these images and recordings.

On some occasions, you or your child's image, video, or audio recordings may be submitted to be used on our web site, in printed and promotional materials for THOR and its Program, in photographs and videos, or in voice or sound/music recordings in connection with any of the foregoing or otherwise. By signing the attached form you and your child recognize the nature of the use of these images and media and grant permission for their use. This permission will remain in effect beyond the time when you or your child is participating in the program, unless you cancel your permission by writing to THOR. In that case we should be able to stop any further productions, but we will not be able to retract already released productions.

Your permission to use the Participant's image, voice and sound/music recordings is sometimes helpful to promote THOR and the many talents of its Program participants. We appreciate your permission and want to assure you that we consider these children our children and will protect their images in reasonable ways and will respond to any concerns you may have in a timely manner on an individual basis.

(PLEASE SIGN SECTION 2 OF THE REGISTRATION FORM: Tomato's House Of Rock, LLC Policies and Waivers.)

ALCOHOL AND DRUG POLICY; WAIVER AND RELEASE

THOR maintains a policy against the illegal use of alcohol and drugs. Thus, the illegal use of alcohol or drugs by the Participant is prohibited, whether on or off the premises or facilities of THOR. Failure to comply with this policy may result in the termination of participation in the Program. If the Participant's participation in the Program is terminated as a result of violating this policy, you will not receive a refund or return of any money, deposits or fees. If the Participant is traveling with the Program and is found to be using drugs or alcohol in violation of the policy, the Participant may be sent home, at the sole discretion of THOR, with all costs of return transportation to be borne by the Participant and his or her parent, which costs they agree to pay by signing the attached form.

THOR has no duty to the Parent or Participant to monitor compliance with the above policy. Instead, it is the duty of the Participant to comply with this policy and the duty of the Parent to encourage and monitor compliance. We hold the Parent responsible for counseling their children on illegal alcohol and drug use in the following ways: The Parent should have serious discussions with their children regarding our policy on illegal alcohol and drug use and the possible consequences of violating the policy. The Parent should discuss how other cities, states, and countries in which the Participant may travel with the Program may have different laws and also may have different punishments than the region in which they live in the U.S. The Parent should explain that the Participant is expected to comply with all rules and act as adults with respect to THOR's policy, since THOR has no duty to act as the parent and cannot, and will not, monitor them. By signing the attached form, you are acknowledging that you have had such conversation(s) with your child.

(PLEASE SIGN SECTIONS 3 OF THE PARTICIPANT REGISTRATION FORM: Tomato's House of Rock Policies and Waivers)