

WAIVER AND RELEASE

***** PLEASE READ CAREFULLY *****

Viral and infectious diseases including but not limited to COVID-19, SARS, MERS and Influenza (the “Diseases”) are highly contagious and are believed to spread mainly from person-to-person contact. Public Health Guidelines have indicated that risk of transmission increases through singing or the use of musical instruments and equipment.

Notwithstanding attempts to put in place preventative measures to reduce the spread of Disease, the Individual Members of the Canadian Federation of Music Teachers Association (“CFMTA”) cannot guarantee that you and/or your child(ren) will not become exposed to any Diseases as a result of attending music or voice lessons (the “Lessons”).

By signing this agreement, I acknowledge:

1. The highly contagious nature of Diseases and the Public Health Agency of Canada (PHAC) and the Provincial and Territorial authorities recommend maintaining distance between participants to reduce the spread.
2. The CFMTA cannot guarantee that I and/or my child(ren) will not become infected with a Disease, and by voluntarily attending Lessons, I acknowledge that myself and/or my child(ren) are increasing our risk of exposure to a Disease.
3. I, and/or my child(ren) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren), and hereby release, waive, discharge the CFMTA, its board, officers, individual members, independent contractors, affiliates, employees, representatives, successors and assigns (hereafter the “Released Parties”) for any and all liabilities, claims, demands, actions and causes of action whatsoever, directly related to any loss, damage, injury or death that may be sustained by myself or my child(ren) related to any Diseases while participating in Lessons, including all activity necessarily incidental to attending Lessons that may lead to unintentional exposure or harm.
4. I, and/or my child(ren) understand and agree that this release includes any claims based on the actions, omissions or negligence of the Released Parties whether contraction of a Disease occurs before, during or after participation in any Lessons.
5. The execution of this Waiver and Release is a condition precedent to myself and/or child(ren) participating in the Lessons.
6. And, for and in consideration of being able to participate in the Lessons, I, and/or on behalf of my child(ren), irrevocably and unconditionally agree to fully indemnify the Released Parties from and against any loss, liability, damages, costs and expenses suffered by the Released Parties as a result of a claim made or proceedings commenced by myself or my child(ren) or by

my heirs, representatives, assigns, against any other person, corporation or other entity (including the Crown) who claims, or whose representatives, successors claim contribution or indemnity from the Released Parties, or which otherwise results in the Released Parties suffering or incurring any loss, liability, damages, costs or expenses in relation to any Diseases.

7. I, and/or on behalf of my child(ren), understand that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing below, I and/or my child(ren) acknowledge that we have carefully read this agreement and understand its contents; That we have been sufficiently informed of the risks involved and give our voluntary consent in signing it as my own free act and deed, free from any inducement, with the full intention to be bound.

Name of Student(s)

Signature of Student (over 18) or Signature of Parent/Guardian on behalf of minor

Date

Print Name of Student (over 18) or Parent/Guardian on behalf of minor

Date