

East Valley Youth Symphony

Member Participation 2022 – 2023 Waive, Release, and Assumption of Risk Form

waive, Release, and Assumption of Risk Form
On behalf of myself, my household members, and my student,
I specifically assume all risks and hazards associated with my student's participation including, but not limited to the risks asociated with the novel COVID-19 virus. I understand that my student will be assocating with staff, volunteers, board members and other students and may contract or be explosed to COVID-19, and other viruses and diseases, through my student's participation. Potential symptoms of the COVID-19 virus may include, but are not limited to the following: fever, cough, shortness of breath, difficulty breathing, and / or other flu-like symptoms. COVID-19 may be deadly, particularly in certain patient populations including the immune comprised and the elderly. COVID-19 may also lead to a rare, but serious inflammatory condition called multisystem inflammatory syndrome in children ("MIS-C") or pediatric multisystem inflammatory syndrome ("PIMS"). Although staff, volunteers, board members and / or students may have their temperatures taken and may be asked symptom questions prior to daily participation to help minimize risk of exposure of COVID-19, that precaution is not nearly adequate to prevent the spread of COVID-19 given, amount other things, the relatively long incubation period, and the fact that many infected persons are asymptomatic. My student's participation could therefore still be hazardous to my child and others, both known and unknown to myself, with whom my child may have contact. I UNDERSTAND AND VOLUNTARILY ASSUME THE RISK THAT MY STUDENT MAY ACQUIRE COVID-19, AND THAT COVID-19 MAY SUBSEQUENTLY BE TRANSMITTED FROM MY STUDENT TO ME, MY FAMILY, MEMBERS OF MY HOUSEHOLD, AND / OR OTHER MEMBERS OF THE COMMUNICTY, KNOWN OR UNKNOWN TO ME.
While instruction and reasonable supervision will be provided, staff cannot ensure my student's safety. Accidents and injuries happen, and it is impossible to eliminate the risk that my child will suffer an injury or illness.
I certify that my student currently has no fever or other COVID-19 symptons, and has no current issues that make it unsafe for my student to participate, which may not have a medical professional on staff. I will notify EVYS staff and not send my student to participate if my student develops a fever or illness or tests positive for COVID-19. I acknowledge that my student and I are responsible for ensuring that he or she takes any necessary medications, and for avoiding any allergies. In the event of a medical emergency, 911 will be called and I will be responsible for any and all costs of medical treatment.
To the fulleset extent permitted by law, I hereby agree to waive, release, and discharge any and all claims, causes of action, damages and rights of any kind against EVYS, its insurers, EVYS's governing board members, and all their respective employees, agents, representatives, and volunteers (the "Released Parties") arising from or relating in any way to any damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, dismemberment, or death that may occur to my student, me, or my household members-whatever the cause-due to my student's participation. This includes, without limitation, any claim arising from negligence of the Released Parties.
I further agree not to sue the Related Partities, and to defend and indemnify the Released Parties for all claims, damages, losses, or expenses including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me, my student, or my household members resulting from participation.
Parent / Guardian Name(s) (Printed):
Parent / Guardian Signature Date:

Date: _____

Parent / Guardian Signature _____