



Edmonton Youth Orchestra Association
Waiver – Senior Orchestra
2020 / 2021

WARNING! PLEASE READ CAREFULLY!

**BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
CONSENT OF PARENT or GUARDIAN IS REQUIRED FOR PARTICIPANTS WHO ARE UNDER THE AGE OF
18 OR REQUIRE A GUARDIAN**

TO: THE EDMONTON YOUTH ORCHESTRA ASSOCIATION

PLEASE PRINT

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

PHONE NUMBER: _____ BIRTH DATE: _____

ALLERGIES/MEDICAL CONDITIONS: _____

ALBERTA HEALTH CARE NUMBER: _____

EMERGENCY CONTACT PERSON: _____

RELATIONSHIP: _____ PHONE NO.: _____

DISCLAIMER

The Edmonton Youth Orchestra Association and its directors, officers, employees, contractors, agents, volunteers, members and representatives (collectively referred to as “the EYO”), are not responsible for any injury, loss or damage of any kind whatsoever sustained by any person or their property while participating in events, activities, travel or promotions with the EYO and all related activities associated with the EYO, including injury, loss or damage which might be caused by the negligence of the EYO.

ASSUMPTION OF RISKS

In consideration of the EYO allowing me or my child to participate in training, practice, events, activities, travel, or promotions with the EYO and all related activities associated with the EYO, including participation in out-of-town workshops and/or concerts, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with participation with the EYO including the possible **risk of severe or fatal injury** to myself or others, property damage, or property loss. These risks include but are not limited to the following:

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- The risks associated with travelling to and from out-of-town workshops and/or concerts on the transportation arranged by EYO, including stops along the way
- The possibility of personal injury incurred while getting on or off or moving about while on board the transportation (inside or outside of the mode of transportation) being used for travel to and from out-of-town workshops and/or concerts, being knocked down or being involved in a physical confrontation whether caused by myself or someone else
- The risks associated with traveling to and from the out-of-town workshops and/or concerts or other EYO events and activities by private transport
- Medical problems arising before, during or after the out-of-town workshops and/or concerts
- Failure to follow the **EYO Code of Conduct**
- Failure to follow the instructions and directions of members of the EYO, chaperones, or the persons in charge of the out-of-town workshops and/or concerts
- Actions of myself or my child or others during unsupervised and free time
- Misuse of electronic and social media devices , apps and online platforms
- Damage or theft of musical equipment

I, for myself or my child, voluntarily accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, partial or permanent disability, property damage or loss resulting from my, or my child, **participating with the EYO** and attending events including out-of-town workshops and/or concerts.

I, FOR MYSELF OR MY CHILD, VOLUNTARILY ACCEPT AND FULLY ASSUME all responsibility to provide myself or my child with appropriate medical, health, travel, property or other insurance coverage I **ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE to obtain appropriate medical and/or health insurance for myself or my child. No medical or health insurance will be provided by the EYO. In the event of a medical or health problem, I acknowledge that the EYO accepts no responsibility whatsoever for any costs associated with a medical or health problem nor will the EYO pay for any medical or health expenses that may be incurred by the Participant.**

I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE to obtain appropriate travel and/or property insurance. No travel or property insurance will be provided by the EYO. The EYO does not provide any coverage for the protection of musical instruments of members and participants. The travel and/or property insurance should, among other things, provide coverage against loss due to damage or theft of property, personal accident and personal liability. I acknowledge that the EYO accepts no responsibility whatsoever for any loss associated with these types of risks nor will the EYO pay for any expenses that may be incurred by the Participant relating to these matters.

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RELEASE OF LIABILITY and AGREEMENT NOT TO SUE

In consideration of the EYO allowing me or my child to participate with the EYO, I agree on behalf of myself and/or my child:

1. **TO ASSUME and ACCEPT ALL RISKS** arising out of, associated with or related to my, or my child, **participating with the EYO** including but not limited to out-of-town workshops and/or concerts and all related activities, even though such risks may be caused by the negligence of the EYO.
2. **TO WAIVE and RELEASE the EYO** from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my next of kin may suffer as a result of my, or my child's, **participation with the EYO** including but not limited to out-of-town workshops and/or concerts due to any cause whatsoever, including negligence, breach of contract, or breach of any duty of care arising by virtue of the common law or any legislation.
3. **TO INDEMNIFY and HOLD HARMLESS the EYO** from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my, or my child's, **participation with the EYO** including but not limited to out-of-town workshops and/or concerts
4. **TO INDEMNIFY and HOLD HARMLESS the EYO** from any claims whatsoever arising from any cancellations, injury, loss, accident or delay that may arise from the provision of any type of accommodation, facilities and equipment, or mode of transportation used in connection with my **participation with the EYO** and all related activities including but not limited to out-of-town workshops and/or concerts
5. **TO INDEMNIFY and HOLD HARMLESS the EYO** from any and all claims, demands, actions and costs for any loss, injury, damage or expense whatsoever that might arise out of my, or my child's, **participating with the EYO** and all related activities including but not limited to out-of-town workshops and/or concerts even though such claims, demands, actions and costs may be caused by the negligence of the EYO.
6. **TO ACCEPT and RECOGNIZE the AUTHORITY of CHAPERONES** who are expected to act in a reasonable manner in the role of parents and event organizers and who have authority to deal with infractions of the code of conduct or other matters which could jeopardize the safety of orchestra members or property.

CONSENT TO MEDICAL TREATMENT

On behalf of myself and/or my child I hereby consent to and authorize such emergency or other medical treatment as may be deemed advisable in the event of accident, injury, or illness during my **participation with the EYO** and while attending events including out-of-town workshops and/or concerts. The EYO is not responsible for administering medication, managing medical conditions or allergies.

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AUDIOVISUAL RELEASE

The EYO is granted the:

1. **Right to publish and use any photograph in which I or my works appear** for the purposes of EYO archival, marketing, publicity and public relations projects;
2. **Right to record and exhibit concerts, rehearsals, and studio sessions in which I participate** in audio, video, or any other media for EYO archival, marketing, publicity and public relations projects.

EYO CDs & DVDs produced for archival purposes will display” **For personal use only. Must not be duplicated or posted on the internet”**. This must be strictly observed.

PROXY OF VOTING PRIVILEGES: One parent/guardian of minor players and all players 18 years of age and over have voting privileges at the Annual General Meeting of the Edmonton Youth Orchestra Association. Players 18 years of age and over, if they so choose, can proxy their vote to a parent or guardian by indicating such below:

I, _____, am 18 years or older and wish to proxy my vote at the Annual General Meeting of the Edmonton Youth Orchestra Association to: _____
(Name of Parent/Guardian)

ACKNOWLEDGEMENT and SIGNATURE

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT that is binding upon myself and my heirs, executors, administrators, successors and assigns. I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT and I ACKNOWLEDGE THAT by signing this agreement voluntarily, I am agreeing to abide by its terms and I am waiving certain legal rights that I or my child may have. I understand that I have the opportunity to seek independent legal advice to review this waiver, and by signing the waiver I acknowledge that I have sought legal advice or have chosen to waive that right.

Signature of Participant
(for Participants 18 years of age or over)

Signature of Parent or Guardian
(if Participant is under 18 years of age)

Date

Date

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