



Edmonton Youth Orchestra Association
Waiver – Intermediate Orchestra
2021/2022

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. 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:

- The risks associated with traveling to and from EYO events and activities by private transport
- 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

Initials: _____



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- 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.

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.

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 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 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.

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2021/ 2022**

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.
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 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.

The EYO is not responsible for administering medication, managing medical conditions or allergies.

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)

Initials: _____



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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 or older)

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

Date

Date

Initials: _____



Participant's Name: _____

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Intermediate Orchestra

PARTICIPANTS UNDER THE AGE OF 18 (MINOR PARTICIPANTS) MUST REVIEW THIS DOCUMENT WITH THEIR PARENT OR GUARDIAN AND HAVE THEIR PARENT OR GUARDIAN AGREE AND SIGN ON THEIR BEHALF

CODE OF CONDUCT

Help us make your participation with the Edmonton Youth Orchestra an enjoyable and memorable experience for yourself, other orchestra members, as well as EYO staff and volunteers. Avoid problem situations! Take care of yourself and your belongings. Be positive, pleasant, co-operative and responsible. Always conduct yourself in a manner that will be a credit to yourself, to your parents, and to the EYO. **Please be aware that the EYO Code of Conduct will be strictly enforced.**

Each orchestra member is expected to:

- Be on time for all scheduled activities. Section leaders will check that all members are present at rehearsals.
- Be responsible for their personal items, concert dress, and particularly their own instrument and music.
- Obtain their own insurance for themselves and their property, including insurance on their musical instruments and equipment and personal devices.
- Bring their Alberta Health Care Card to any events outside of Edmonton and keep it with them at all times.
- Respect fellow members, EYO staff and volunteers in all EYO settings (in-person and/or online rehearsals, concerts, workshops, etc). Threatening, harassing, defamatory, libelous or deceptive language and/or behaviour will not be tolerated.
- Follow the EYO's policy on the use of electronic and social media devices, apps and online platforms. No pictures can be taken of any other members without their permission. No photos or other images are to be shared without the owners or person depicted in the photos or images has provided consent. No phones, cameras or other recording devices shall be used in any rooms where members of EYO are changing.

In addition, EYO has a zero tolerance policy regarding illegal drugs, alcohol and marijuana. Anyone found to be in possession of or under the influence of illegal drugs, alcohol or marijuana will face disciplinary action. Alcohol, marijuana, or illegal drug consumption during EYO events and activities is strictly prohibited. This includes those traveling on their own to EYO events and activities. Any alcohol or marijuana will be confiscated by EYO management /volunteers/chaperones. Anyone who is found to be in possession of or under the influence of alcohol or marijuana and anyone who provides alcohol or marijuana to anyone under the age of 18 years will face disciplinary action. Be aware that Law Enforcement will be involved for any illegal drugs.

Initials: _____

Any orchestra member who acts contrary to the EYO Code of Conduct will face disciplinary action which could include dismissal from the Edmonton Youth Orchestra for some or all of the balance of the year, loss of eligibility for EYO scholarships, or other consequences. Disciplinary action will be determined by the EYO Board of Directors in consultation with the Music Director and Manager.

Signature of Participant

(for Participants 18 years or older)

Date

Signature of Parent or Guardian

(if Participant is under 18 years of age)

Date