



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread through airborne and contact transmission. As a result, governments and health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.

Stabback Music Studio (“**SMS**”) is following health guidelines from local health agencies to help protect persons from contracting COVID-19, however, as with any virus, SMS cannot guarantee that people will not become infected with COVID-19. **Attending classes organized by SMS could increase the risk of contracting COVID-19.**

SMS has put in place the following preventative measures to reduce the spread of COVID-19:

1. Students and parents will be required to wear masks while inside the building. Students are required to bring (and wear) a clean and well maintained mask to each lesson.
2. Students (and parents if they will be inside during the lesson) will have their temperature checked when they arrive on the premises for an in-person lesson.
3. Students who are ill, including fever and/or cough, will *not* be permitted to attend an in-person lesson. Students who have been, or who have family members that have been exposed to COVID 19 are asked not to attend an in-person lesson until 14 days have passed without sign of illness.
4. If a student or staff member tests positive for COVID19 the studio will close for in-person lessons for the period of time recommended by Kingston Public Health and lessons will be held online during that time period.
5. Social distancing protocols will be implemented during lessons whenever possible.
6. Shared space and equipment will be cleaned and disinfected frequently.
7. A 15 min cleaning break will be scheduled after each student, or family of students where applicable. Where lessons do not occur during the school day, parents will be asked to ensure that they are able to pick up their students on time to help facilitate this protocol.
8. To reduce the use of shared materials students are asked to bring all music and required materials to each lesson.
9. Plexiglass or some other impermeable barrier will be implemented for any instruction that involves singing or playing wind or brass instruments.
10. An air purifier will be used in the teaching space between lessons.

Initials

Waiver of Liability and Assumption of Risks

The participant (named below) and/or the participant's guardian on behalf of themselves and the minor (the "**Parties**") understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all facilities, structures, or equipment owned, leased, operated or otherwise controlled by SMS (the "**Premises**"), which risks include, but not limited to: the potential for illness (including contraction of COVID-19); contact with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, or other objects that, despite the SMS's efforts, may be infected with COVID-19; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of SMS, its partners, sponsors, agents, affiliates, directors, employees, officers, or volunteers (together, the "**Releasees**"); or negligence or omission of the Releasees (collectively, the "**Risks**")

In consideration for allowing the participant to use the Premise, the Parties hereby understand and freely agree assume all Risks of contracting COVID-19 by attending classes organized by SMS and waive any and all liability of the Releasees for Risks in respect of all causes of action (including negligence), claims, damages or loss of any kind in connection with use of the Premise.

WARNING:

YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE RELEASEES. YOU ARE GIVING UP LEGAL RIGHTS OF YOUR MINOR PARTICIPANT.

PLEASE READ CAREFULLY.

Print Name: _____ **Date of Birth:** _____
the "**Participant**" (mm/dd/yyyy)

Print Name: _____
the "**Guardian**" (if Participant is a minor)

Signature: _____ **Date:** _____
Participant or Guardian for minor (mm/dd/yyyy)