



## **CYSA 2021-2022: Release of Liability & COVID-19 Waiver**

***Please read the release/waiver of liability below and review the Elementary Strings 2021-2022 Handbook before signing your electronic signature on ES Registration.***

### **CYSA Release of Liability**

In exchange for participation in Corvallis Youth Symphony Association (“CYSA”) programs and events, including but not limited to in-person classes, rehearsals, concerts, retreats, camps, and online activities (“activities”) organized by CYSA and/or use of the property, facilities and services of CYSA, I agree for myself and for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by CYSA, or the employees, representatives or agents of CYSA.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the activity and I assume full responsibility for personal injury to myself and my family members, and further release and discharge CYSA for injury, loss or damage arising out of my or my family's use of or presence upon the facilities or at activities of CYSA, whether caused by the fault of myself, my family, CYSA or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend CYSA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities or at activities of CYSA.
4. **FEES.** I agree to pay for all damages to the facilities or property of CYSA caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** I consent to the participation of my child in CYSA programs and events, including but not limited to in-person classes, rehearsals, concerts, retreats, camps, and online activities, and agree on behalf of my child to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of this child.
6. **MEDICAL AUTHORIZATION.** In the event of an injury to the participating child during CYSA activities, I give my permission to CYSA or to the employees, representatives or agents of CYSA to arrange for all necessary medical treatment for which I shall be financially responsible. CYSA shall have the following powers:



a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

b. The power to authorize medical treatment or medical procedures in an emergency situation; and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter in case of an emergency.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Oregon law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that CYSA has offered to refund any fees I have paid if I choose not to sign this Agreement or its accompanying waivers.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.



### **Release of Liability Addendum: COVID-19 Waiver of Liability**

The Corvallis Youth Symphony Association (“CYSA”) has put in place measures in an effort to reduce the spread of COVID-19. However, notwithstanding any such efforts, it is simply not possible to guarantee that COVID-19 is not present nor to prevent you or your child from becoming exposed to, contracting, or spreading COVID-19. By attending CYSA activities, you and your child are exposed to the risk of contracting or spreading COVID-19.

**Assumption of risk:** I understand that my child’s participation in CYSA activities is voluntary and is not required. By signing below, I acknowledge that I have carefully read the information presented and understand the risks of COVID-19 associated with entering CYSA premises and activities. I voluntarily assume such risks, including the risk of serious illness, debilitating injury, or death to my child and myself. By signing below, I further acknowledge that I understand that the risk of exposure to, contracting, or spreading COVID-19 may result from the acts, omissions, or negligence of myself and others, including but not limited to CYSA employees, agents, representatives, volunteers; other students, program participants, and their families; and/or other individuals who may be present in CYSA facilities or in attendance at any CYSA activity. I knowingly assume such risks, including the risk of serious illness, debilitating injury, or death to my child and myself.

**Waiver of Liability/Hold Harmless:** By signing below, and in consideration for providing my child the opportunity to participate in CYSA activities, I voluntarily agree to waive and discharge any and all claims against CYSA related to or arising out of COVID-19, and voluntarily release CYSA from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of CYSA or its employees, board members, agents, representatives, and volunteers related to or arising out of COVID-19, on behalf of myself and my child to the fullest extent allowed by law. By signing below, and in consideration for providing my child the opportunity to participate in CYSA activities, I agree to release, discharge, and hold harmless CYSA employees, board members, agents, volunteers, other families, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness, injury, or death from COVID-19.