



CIVIC YOUTH ORCHESTRA PROTOCOLS

The following protocols are based on the CDPH COVID-19 Industry Guidance and must be followed by every member who is attending a Civic Youth Orchestra rehearsal. The following guidelines will be in effect until further notice.

General Information:

- Parents and students must review the CDC COVID-19 Information sheet and CDC Healthy Hygiene Instructions on the CYO website.
- Parents and students will be required to sign a consent form acknowledging they received, read, and understand the terms and conditions contained in these guidelines.
- Everyone must have their own mask, hand sanitizer, and filled water bottle before entering their rehearsal space.
- Rehearsals will be closed. Only students and parent volunteers assigned by CYO will be permitted in the rehearsal spaces.
- You will be notified should someone in the rehearsal test positive for COVID-19.

1. Pre-rehearsal Screening:

- A temperature check with a non-contact thermometer must be performed on every student musician and CYO staff member, and the body temperature, date/time, along with other related symptoms of COVID-19 will be documented on each occasion. If the student arrives late he or she will be directed to a designated, separate area to await screening before entering the rehearsal space.
- Anyone with a temperature above 99.0° F will not be allowed to play and may not return for 14 days. He/she will be sent home immediately, and parents will be informed to watch for other COVID-19 related symptoms.
- Medical clearance will subsequently be required before the student is allowed to return to participation in his or her ensemble.
- Each student must arrive early in order to complete screenings before the rehearsal starts, and social distancing must be adhered to during the screening process.
- CYO will retain health screening documents.

2. Cleaning:

- Equipment (e.g., chairs or music stands) will be cleaned before a different person uses that equipment. Each conductor will be responsible for ensuring that this is done.
- Musicians should use hand sanitizer or wash their hands for at least 20 seconds with warm water and soap before and after rehearsals.

3. Activity/Equipment:

- All students will provide their own face masks. String players and percussionists will wear face masks during rehearsals; woodwind and brass players will remove them by necessity, in order to play their instrument. No sharing of water bottles. Personal items, including your case, etc. will be with you at all times.
- Students needing to use the restroom during the rehearsal must ask permission from their conductor and must go one at a time (no two people in the bathroom at the same time).



CYO Participation Guidelines

CYO has created guidelines specific for our organization based on CA Department of Health Guidelines and SD County Guidelines. The following rules will be in effect until further notice from CYO Administrators. Participation in CYO is voluntary. Students who wish to participate in CYO rehearsals and events must follow the guidelines/rules or they will not be allowed to participate. The following guidelines are for in-person or “face to face” rehearsals.

- Students must bring and use their own face mask, water bottle labeled with their name, hand sanitizer, and their own personal music stand labeled with their name. Personal belongings must remain with the student at all times.
- Students must arrive ready to play and early enough to be screened for COVID-19 symptoms, have their temperature taken and recorded before participation in an ensemble. Any student with a temperature above 99.0°F will be sent home immediately and may not return for 14 days.
- All CYO personnel will follow CDC instructions on how to promote healthy hygiene.
- All members will submit a Release of Liability Waiver before participating.
- Conductors will enforce social distancing and ensure rehearsal spaces are set up in accordance with distancing rules.
- Students disobeying rules will not be allowed to participate.
- Facility equipment (stands or chairs) when used will be cleaned after each rehearsal.
- All protocol information and flyers about COVID-19 can be found on the CYO website.

By signing below, I acknowledge that I have read, understand, and agree to follow the above rules/protocols. I understand that if these guidelines are not followed, the student will not be allowed to participate.

Moreover, even with the mitigation steps taken and my compliance with this compact, I acknowledge that the Civic Youth Orchestra organization cannot prevent the risks of exposure to COVID-19 that may result from attending or participating in rehearsals or other activities.

Parent Name (print): _____ Date: _____

Parent Signature: _____

Student Name (print): _____

Student Signature: _____



CORONAVIRUS/COVID-19 ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

The individual named below (referred to as “I” or “me”) desires to access the premises and/or use the facilities of San Diego Civic Youth Orchestra (CYO), which includes the rehearsal and program locations chosen by CYO, and/or its affiliates or subsidiaries (collectively the “Company”) (such access and use referred to herein as (the “Activity”)). In consideration for being permitted by Company to engage in the Activity, I agree to all the terms and conditions set forth in this agreement (“Agreement”).

1. **Assumption of Risk.** I acknowledge that Company cannot prevent me from being exposed to, contracting, or spreading COVID-19 while utilizing Company’s services or premises. I also understand the highly contagious nature of the 2019 novel coronavirus disease (COVID-19), and the risk that I may be exposed to or contract COVID-19 by engaging in the Activity, which may result in serious illness, personal injury, disability, or death. I acknowledge that these risks may result from or be compounded by the actions, omissions, **or negligence** of Company and its subsidiaries, affiliates, or employees. **I understand and voluntarily accept and assume all risks of injury, disability, or death, arising from my engaging in the Activity, whether caused by the negligence of Company or otherwise.**

2. **Waiver and Release of Liability.** I hereby expressly waive and release any and all claims, **whether known or unknown**, against the Company, and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors and permitted assigns (collectively, “Releasees”), on account of injury, illness, disability, death, or property damage, arising out of or attributable to exposure, infection and/or spread of COVID-19 in connection with my participation in the Activity, whether arising out of the **negligence** of Releasees or otherwise; except that this waiver and release of liability does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be released by agreement. I covenant not to make or bring any claim released by this paragraph against Releasees, and forever release and discharge Releasees from liability under such claims. I expressly waive all rights, benefits, and protections I may have with respect to Releasees under **California Civil Code Section 1542**, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Indemnification.** I further agree to indemnify and hold harmless each Releasee against any and all Liabilities that are incurred by such Releasee arising out of or relating from any third-party claim alleging exposure, infection and/or spread of COVID-19 related to my participation in the Activity.

4. I confirm that I am not experiencing symptoms of COVID-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of COVID-19, and have not knowingly come in contact in the last two (2) weeks with a person who has experienced the onset

of symptoms in respect of COVID-19 or who has received a positive COVID-19 test. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and COVID-19 while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. If at any time I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation in the Activity.

5. This Agreement constitutes the sole and entire agreement of Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule or any other jurisdiction.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Student's Name (printed): _____

Signature: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Parent's Name (printed): _____

Signature: _____

Date: _____

San Diego Civic Youth Orchestra

RELEASE OF LIABILITY—MINOR

I am the parent or legal guardian of, _____, and have given my consent for him/her to participate in the San Diego Civic Youth Orchestra (CYO) program, and to attend and participate in all events organized by CYO as part of their program. I acknowledge that participation in this program is entirely voluntary. I, on behalf of myself and the minor child named herein and on behalf of our heirs, personal representatives, successors, and assigns, hereby understand, acknowledge, and agree as follows:

I VOLUNTARILY ACCEPT AND SOLELY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DAMAGES, LOSSES, INJURIES, OR DEATH INCURRED OR SUFFERED by the minor named herein or his/her property while participating in the CYO program and while attending or participating in events organized or allowed by CYO.

By signing this form, **I AGREE NOT TO HOLD CYO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEER STAFF, CHAPERONES, AND EACH OF THEIR SUCCESSORS AND ASSIGNS LIABLE FOR DAMAGES, LOSSES, INJURIES, OR DEATH** incurred or suffered by the minor named herein or his/her property during this program, even if such damages, losses, injuries, or death are a result of the negligence of CYO or other participants of CYO. **I WAIVE, RELEASE, AND FOREVER DISCHARGE** CYO, its officers, directors, employees, agents, volunteer staff, chaperones, and each of their successors and assigns **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER** resulting from, arising out of, or in connection with this program.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO EACH AND EVERY PROVISION IN THIS RELEASE OF LIABILITY AND AM VOLUNTARILY SIGNING THIS RELEASE OF LIABILITY ON BEHALF OF MYSELF AND THE MINOR CHILD NAMED HEREIN.

Date: _____

Signature of Parent/Legal Guardian

Signature of Parent/Legal Guardian

San Diego Civic Youth Orchestra

RELEASE OF LIABILITY—ADULT

I acknowledge that I am voluntarily participating in the San Diego Civic Youth Orchestra (CYO) program and will attend and participate in all events being organized by CYO as part of their program. I acknowledge that participation in this program is entirely voluntary. I hereby understand, acknowledge, and agree as follows:

I VOLUNTARILY ACCEPT AND SOLELY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DAMAGES, LOSSES, INJURIES, OR DEATH INCURRED OR SUFFERED by myself or my property while participating in the CYO program and while attending or participating in events organized or allowed by CYO.

By signing this form, **I AGREE NOT TO HOLD CYO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEER STAFF, AND CHAPERONES, AND EACH OF THEIR SUCCESSORS AND ASSIGNS LIABLE FOR DAMAGES, LOSSES, INJURIES, OR DEATH** incurred or suffered during this program, even if such damages, losses, injuries, or death are a result of the negligence of CYO or other participants of CYO. **I WAIVE, RELEASE, AND FOREVER DISCHARGE** CYO, its officers, directors, employees, agents, volunteer staff, chaperones, and each of their successors and assigns **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER** resulting from, arising out of, or in connection with this program.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO EACH AND EVERY PROVISION IN THIS RELEASE OF LIABILITY AND AM VOLUNTARILY SIGNING THIS RELEASE OF LIABILITY ON BEHALF OF MYSELF.

Date: _____

Signature of Participant

Printed Name of Participant

San Diego Civic Youth Orchestra

Media Release

Pursuant to the furtherance of the purposes, goals and objectives of the San Diego Civic Youth Orchestra, its officers and employees are hereby granted permission to use photographs and video or audio recordings of:

(Musician's Name)

In granting the above permission, I hereby relinquish all rights, title or interest in the above mentioned photographs and/or recordings. Additionally, I hereby grant San Diego Civic Youth Orchestra, its officers, employees, and licensees permission for reproductions, uses or publications of photos and/or recordings. Additionally, I release Civic Youth Orchestra, its officers, employees, and licensees from any and all claims, that musician may now have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the photos and/or recordings.

I have read and fully understand this Media Release form. In signing, I certify that I am in agreement with its intent and purpose.

Student Signature

Date

Parent Signature (Parent must sign if musician is under age 18)

Date