

## **COVID-19 ASSUPTION OF RISK AND WAIVER OF LIABILITY**

As consideration for Meryl's Music and Arts Centers permitting me to take Music Together Outdoor classes, I agree to the following:

**ASSUMPTION OF THE RISKS:** I understand that naturally occurring disease processes (including, but not limited to, the novel coronavirus or COVID-19), may exist in the community, including at Meryl's Music and Arts Centers, and present an inherent risk that cannot be eliminated. I acknowledge that, although Meryl's Music and Arts Centers is taking reasonable measures to avoid contact, transmittal, and exposure of disease processes between people in our classes (including Music Together teachers and third parties), it is ultimately my responsibility to ensure that I and my child take appropriate actions to safe-guard ourselves, including all adults and children 5 and older wearing masks while entering, during the class time, and when leaving. All family members must stay within their personal blanket/area and ensure that personal instruments/props are not shared between families (unless attending as a pre-defined Pod). I understand and agree that as a registered member of Meryl's Music and Arts Centers, I am accepting and voluntarily assuming the risk that I or my child may be exposed and become ill as a result of COVID-19 and other diseases.

**WAIVER OF LIABILITY:** I, on behalf of myself and my children hereby voluntarily release, forever discharge, and covenant not to sue Meryl's Music and Arts Centers and it's owners, managers, contractors, members, employees, agents and volunteers, or homeowners Meryl Reed (Harwich) and Jan and Dale Melikan (Orleans), Erica Karukas (Bourne) for any claims that may arise out of or relate in anyway to my or my child's exposure to any communicable disease, including but not limited to the novel coronavirus or COVID-19. I also assume the inherent risk of being outdoors with my children including but not limited to ticks, bees/wasps, poison ivy, etc. The claims hereby released include, but are not limited to, claims of negligence against any of the released parties.

### **BEFORE ATTENDING CLASS EACH WEEK:**

Monitor your health and the health of the members of your household daily (from the CDC website). You will not be asked questions each week about your health, we are trusting that people will run through this checklist on their own regularly and make the right decision about attending class.

- Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19. (This is especially important if you are running essential errands, going into the office or workplace, and in settings where it may be difficult to keep a physical distance of 6 feet).
- Take your temperature if symptoms develop. (Don't take your temp within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen).
- Follow CDC guidance if symptoms develop.
- **DO NOT COME TO CLASS** if you, your child or anyone in your household is sick with ANY kind of illness.
- If you have been in close contact or if you share a residence with someone who has developed an upper respiratory infection/cough/fever or has tested positive for COVID-19, please contact us as soon as possible so we can take appropriate measures.

### **10-Week Spring Session 2021:**

In case of rain/snow/excessive cold (less than 32\*) or other weather that would make it impossible to have class outdoors, classes will be held on Zoom. Families who miss individual classes for other reasons can also make them up using our online makeup scheduler for the Zoom class(es) being offered. Please let Meryl know if you cannot attend class ahead of time if possible so we may offer your seat as a makeup for someone else. **No credits or refunds due to missed classes.**

Keep an eye on the weather. If we are moving classes to Zoom due to inclement weather, you will be notified by email and/or text/call no later than an hour before class.

We reserve the right to modify or change our offerings and terms of service at any time with immediate notice to those impacted (ie: if the state mandates another shutdown). We shall not be liable to you or a third party for modifications, suspension/discontinuation of service or the need to move class to Zoom for any part or remainder of the session. We will do everything in our power to provide the services offered or a comparable substitution thereof.

**I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. BY ENROLLING IN CLASSES AT MERYL'S MUSIC AND ARTS CENTERS, I UNDERSTAND I HAVE GIVEN UP CERTAIN LEGAL RIGHTS AND THAT THIS IS A BINDING LEGAL DOCUMENT.**

Signed:

\_\_\_\_\_Date:\_\_\_\_\_

Printed Name: \_\_\_\_\_