

Winnipeg Youth Wind Ensemble Consent, Waiver, and Release of Liability

THIS IS AN IMPORTANT DOCUMENT - READ CAREFULLY

To: Winnipeg Youth Wind Ensemble (“WYWE”)

From: Musician Registering with WYWE, as so named on WYWE Electronic Registration Form (the “Participant”)

Assumption of Risk

1. I am familiar with, and knowingly and voluntarily accept, any and all risks and hazards associated with attending rehearsals, concerts, and other events associated with WYWE. I acknowledge that while instruction will be provided by WYWE staff or hosts, WYWE personnel are not responsible for my safety.

Health and COVID-19

2. I certify that while participating in WYWE activities, which involve physical activity, I will be in good health and have no current issues that make it unsafe for me to participate in WYWE. I am solely responsible for ensuring that I take any necessary medication and avoid any allergens. I will notify WYWE’s director or other staff and not attend a WYWE event if I develop a fever or illness or test positive for COVID-19. In the event of a medical emergency, 911 will be called and I will be responsible for any and all costs for medical treatment.
3. Assumed risks include, but are not limited to, the risk of personal injury or death, and the risks associated with the COVID-19 virus. I understand that I may contract COVID-19 or other diseases through my participation in WYWE and that COVID-19 may subsequently be transmitted from me to others with whom I come into contact.
4. I understand and agree that there will be no refunds should WYWE rehearsals, concerts, or other WYWE events be cancelled or postponed due to COVID-19, public health orders or restrictions, or for any other reason at any time.

Release and Indemnity

5. I agree to fully compensate WYWE for any damage to property, including but not limited to damage to office property, computers, musical instruments, equipment whether the property of WYWE, rented, borrowed, or otherwise in use by WYWE during the course of its activities and business I may cause as a result of my participation in WYWE and/or my participation in unapproved activities.
6. I release, indemnify and hold harmless WYWE, its directors, officers, owners, employees, agents, and all persons assisting in promoting, conducting or otherwise affiliated with WYWE against all liabilities, losses, damages, claims, including but not limited to claims for negligence, suits, investigations, proceedings, costs, expenses (including, without limitation, reasonable attorney fees), judgments, settlements, interest

and penalties, administrative monetary penalties incurred by WYWE arising from or relating to my participation in WYWE activities or programs, including but not limited to damage to property, damage to business, personal injury to myself or others, and theft.

Governing Law and Severability

7. I acknowledge that this Consent, Waiver, and Release of Liability shall be governed by the Laws of the Province of Manitoba. I further agree that in the event that any clause or provision of this Consent, Waiver, and Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions, which shall continue to be enforceable.
8. I acknowledge that I have read this document carefully, that I completely understand its meaning, and sign it free of any undue influence or duress. No oral representations, statements, or other inducements to sign or electronically indicate my agreement with this document have been made apart from what is contained within this document.

Authorization – Photographs and Video

9. I authorize WYWE to publish photographs and/or video taken of me and my likeness for use in any of the WYWE's marketing or promotion, including but not limited to print, online, social media, and video-based marketing materials, whether in whole or in part, in any form, and for any purpose.

Participant Agreement

By checking "I Agree" in the WYWE online Registration Form's checkbox with regards to this Consent, Waiver, and Release of Liability, I agree to be bound by the terms set out herein. Legal Guardians of Participants under 18 years old agree to be bound by these terms set out herein on the minor Participant's behalf.