



# Community Music School of Springfield

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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, many federal, state, and local governments and federal and state health agencies recommend social distancing, the use of masks, and have, in many locations, prohibited the congregation of groups of people.

Community Music School of Springfield (the "School") has put in place preventative measures to reduce the spread of COVID-19; however, the School cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in music instruction or other School activities in-person could increase your risk and your child(ren)'s risk of contracting COVID-19.

Please read and sign below acknowledging that you assume all risk as follows. You may not partake in any in person music instruction or school activity unless you have submitted a signed copy of this waiver in advance to Sierra Simmons at [ssimmons@communitymusicschool.com](mailto:ssimmons@communitymusicschool.com) or 127 State Street, Springfield MA 01103.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) may be exposed to or infected by COVID-19 through participation in School activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that I may not bring any additional guest(s) to attend School activities.

I understand that the risk of becoming exposed to or infected by COVID-19 at the School may result from the actions, omissions, or negligence of myself and others, including, but not limited to, School employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s attendance at the School or participation in School programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the School, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the School, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after visiting or participating in any School activity.

**Signature of Adult Student or Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Name(s) of CMSS Student(s) under your care:** \_\_\_\_\_

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