ARMTA Calgary re in person events in 2022

The following email was sent to conveners on 2021 Nov 18

At our November 15 ARMTA Calgary Board meeting, we discussed when and under what conditions to start holding in person events.

- Our students (and teachers) are eager to return to in person recitals, to enjoy the company and the performances of other students. We have had enough of online events and technical difficulties.
- It has already been decided that ARMTA Calgary Recital and Awards (ACRA) and Outstanding Student Recital (OSR) will be online this January 29 and February 20. Our under 12 students are still not eligible for vaccine and will not likely have had even one shot by the January and February recital dates.
- If an ARMTA Calgary Branch Convener (primarily Workshop & Events, Student Recitals, Music Marathon, Endowment Society Programs for students) wishes to organize an in person event, this is the Board's advice:
 - As far as possible, encourage 2 meter or more distancing between family cohorts.
 Consider limiting attendance in order to facilitate distancing.
 - Encourage everyone to wear masks except while performing (primarily speech arts, voice, wind & brass)
 - o Consider whether and what sanitizing measures are advisable in your circumstance
 - Consider keeping a record of attendees for COVID contact tracing
 - Consider the age of the participants and whether they are able to be vaccinated vulnerability
 - Consider requiring proof of vaccination
 - Follow the measures required by the venue
 - Consider identifying volunteers or paying someone to assist managing COVID related protocols
 - Be aware of local circumstances including local infection rates, local vaccine rates. <u>https://www.alberta.ca/stats/covid-19-alberta-statistics.htm#vaccinations</u>
 - Be aware of both provincial and municipal/city rules and recommendations and follow that advice https://www.calgary.ca/csps/cema/covid19/safety/safety.html
- Our liability insurance through CFMTA does not cover COVID-19. CFMTA had a lawyer draft a waiver that we may use.
- You could use the pdf of the waiver on the CFMTA website (<u>https://www.cfmta.org/en/waiver-release/</u>) which is specific to in person music lessons. In the attachment I have added a phrase (highlighted) to make it more broadly applicable to other common music education experiences: "cannot guarantee that you and/or your child(ren) will not become exposed to any Diseases as a result of attending music lessons, or voice lessons, or speech arts lessons or other music instruction events including group classes and recitals (the "Lessons")"

Beth Olver, ARMTA Calgary Branch Chair

Also, the CFMTA waiver for covid with revisions for our branch is below: WAIVER AND RELEASE *** PLEASE READ CAREFULLY *** Viral and infectious diseases including but not limited to COVID-19, SARS, MERS and Influenza (the "Diseases") are highly contagious and are believed to spread mainly from person-to-person contact. Public Health Guidelines have indicated that risk of transmission increases through singing or the use of musical instruments and equipment.

Notwithstanding attempts to put in place preventative measures to reduce the spread of Disease, the Individual Members of the Canadian Federation of Music Teachers Association ("CFMTA") cannot guarantee that you and/or your child(ren) will not become exposed to any Diseases as a result of attending music lessons, or voice lessons, or speech arts lessons or other music instruction events including group classes and recitals (the "Lessons")"

By signing this agreement, I acknowledge:

1. The highly contagious nature of Diseases and the Public Health Agency of Canada (PHAC) and the Provincial and Territorial authorities recommend maintaining distance between participants to reduce the spread.

2. The CFMTA cannot guarantee that I and/or my child(ren) will not become infected with a Disease, and by voluntarily attending Lessons, I acknowledge that myself and/or my child(ren) are increasing our risk of exposure to a Disease.

3. I, and/or my child(ren) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren), and hereby release, waive, discharge the CFMTA, its board, officers, individual members, independent contractors, affiliates, employees, representatives, successors and assigns (hereafter the "Released Parties") for any and all liabilities, claims, demands, actions and causes of action whatsoever, directly related to any loss, damage, injury or death that may be sustained by myself or my child(ren) related to any Diseases while participating in Lessons, including all activity necessarily incidental to attending Lessons that may lead to unintentional exposure or harm.

4. I, and/or my child(ren) understand and agree that this release includes any claims based on the actions, omissions or negligence of the Released Parties whether contraction of a Disease occurs before, during or after participation in any Lessons.

5. The execution of this Waiver and Release is a condition precedent to myself and/or child(ren) participating in the Lessons.

6. And, for and in consideration of being able to participate in the Lessons, I, and/or on behalf of my child(ren), irrevocably and unconditionally agree to fully indemnify the Released Parties from and against any loss, liability, damages, costs and expenses suffered by the Released Parties as a result of a claim made or proceedings commenced by myself or my child(ren) or by my heirs, representatives, assigns, against any other person, corporation or other entity (including the Crown) who claims, or whose representatives, successors claim contribution or indemnity from the Released Parties, or which otherwise results in the Released Parties suffering or incurring any loss, liability, damages, costs or expenses in relation to any Diseases.

7. I, and/or on behalf of my child(ren), understand that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing below, I and/or my child(ren) acknowledge that we have carefully read this agreement and understand its contents; That we have been sufficiently informed of the risks involved and give our voluntary consent in signing it as my own free act and deed, free from any inducement, with the full intention to be bound.

Signature of Student (over 18) or Signature of Parent/Guardian on behalf of minor Date

Print Name of Student (over 18) or Parent/Guardian on behalf of minor