

Date: _____, 20__.

An AGREEMENT TO ATTEND IN-PERSON LESSONS Between:

The Edmonton Suzuki Piano School,

_____ (the "Student" or "Students"),
_____ (the "Parent" or "Parents"),
and _____ (the "Teacher").
(Collectively, the "Parties")

Background:

- A. The Edmonton Suzuki Piano School ("ESPS") is a Non-Profit Society registered in Alberta, which facilitates piano lessons between students and teachers of the ESPS.
- B. The Teacher (or Teachers) is an independent contractor to the ESPS who teaches lessons to children and adults of participating families.
- C. The Parent (or Parents) is a legal guardian of the Student and regularly attends piano lessons with the Student.
- D. "Participating Family" is a family with family members who are registered to take piano lessons with the ESPS, and includes both the Student and the Parent.
- E. Viral and infectious diseases including but not limited to COVID-19 and Influenza (the "Diseases") are highly contagious and are believed to spread mainly from person-to-person contact. Public health authorities have indicated that risk of transmission increases through prolonged exposure within indoor spaces, talking and the use of musical instruments and equipment.
- F. Due to the highly contagious nature of Diseases health authorities of the Provincial and Federal governments recommend maintaining distance of two metres between participants to reduce the spread of the Diseases.
- G. The Teacher, the Student and the Parent may from time to time wish to conduct lessons at the Teacher's studio, in-person, provided that this activity remains permitted by the Federal and Alberta Governments, and provided that the Teachers and the Participating Family follow procedures, processes and behaviours mandated and recommended by Alberta Health Services ("AHS").
- H. Notwithstanding attempts to put in place preventative measures to reduce the spread of Disease, the Student and the Participating Family acknowledge that there is a higher risk that the Student or members of a Participating Family will become exposed to any Diseases as a result of attending music lessons (the "Lessons").

This agreement states that in consideration of the promises and commitments described in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all the Parties, the Parties agree and commit to the following:

- 1. The Student and Parent will continue to have the option to elect at any time to attend piano lessons by video-communication, and the Teacher will continue to have the option to elect at any time to teach lessons by video-communication.
- 2. The Teacher retains the right to send all members of the Participating Family away from the Teacher's studio if any of the members of the Participating Family is exhibiting any symptoms of the Diseases.

3. Only the Student, and the Parent will attend in-person lessons. For clarity, no siblings or other family members who are not directly involved in the piano lessons will attend in-person lessons. If another parent of the Student will attend in-person lessons at the Teacher's studio, that other parent must also sign this agreement.
4. Every member of a Participating Family attending in-person lessons will perform an AHS-approved self-evaluation test (the "Test") (accessed as of the date of this agreement at <https://myhealth.alberta.ca/Journey/COVID-19/Pages/Assessment.aspx>) prior to every lesson and will not attend the in-person lesson if the Test indicates they should not.
5. Recognizing that it may not be possible to maintain the recommended physical distancing of 2 metres between Teacher and Participating Family members at all times, all attending members of the Participating Family shall wear masks at all times during the in-person lesson.
6. The Parties acknowledge that despite precautionary measures and the best efforts of all Parties, the Parties cannot guarantee that the Student, or the Parent(s) will not become infected with a Disease, and by voluntarily attending in-person lessons, the Parties acknowledge that they are increasing their risk of exposure to a Disease.
7. The Student and Parents voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to themselves or any other member of the Participating Family, and hereby release, waive, discharge the ESPS, its board, officers, individual members, independent contractors including the Teacher, 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 the Student, the Parent and any other member of the Participating Family related to contracting any Diseases while participating in in-person lessons, including all activity necessarily incidental to attending in-person lessons that may lead to unintentional exposure or harm.
8. The Student and Parents understand and agree that the above 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 in-person lessons.
9. The Student and Parents agree that if they begin or threaten legal action against the ESPS and/or the Teacher for damages as a result of their contracting Diseases, this agreement shall be a complete defence and the Parent and the Student further agree they will fully indemnify the Released Parties for all costs and damages including the entire amount of all legal fees and costs the ESPS or Teacher incurs to defend against the claim, whether or not a Court action is commenced.
10. The execution of this agreement by all members of a Participating Family who will attend the in-person lessons, is a condition precedent to the Student or any member of the Participating Family participating in in-person lessons.
11. The Parties 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.
12. The Parties agree they have been sufficiently informed of the risks involved and give voluntary consent in signing it as their own free act and deed, free from any inducement, with the full intention to be bound.

13. The "Background" makes up part of this agreement.
14. The Parties have carefully read this agreement and understand its contents, and have had the opportunity to seek independent legal advice regarding the contents of this agreement.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

By signing below, the Parties indicate their agreement and acceptance of the above agreement

Edmonton Suzuki Piano School

 Per: (name and title of authorized individual)

 Name of Student

 Signature of Student (if over 18) or Guardian of Student

 Name of Student

 Signature of Student (if over 18) or Guardian of Student

 Name of Student

 Signature of Student (if over 18) or Guardian of Student

 Name of Student

 Signature of Student (if over 18) or Guardian of Student

 Name of Parent or Guardian

 Signature of Parent

 Name of Parent or Guardian

 Signature of Parent

 Name of Teacher

 Signature of Teacher