

Good Afternoon,

On October 14, 2020, the California Department of Public Health (CDPH) issued an update regarding the *Guidance on Schools and School-Based Programs* originally released on August 3, 2020. The update stated that “outdoor singing and band practice are permitted provided that precautions such as physical distancing and mask wearing are implemented to the maximum extent possible.” Following the announcement, SVUSD vocal music students resumed instruction with the following safety protocols in place:

- All students are screened prior to rehearsal, including temperature and symptoms check
- Rehearsals/classes occur outdoors, with at least 6 feet of physical distancing at all times
- Students always wear facial coverings while singing

However, since the update also stated that the “playing of wind instruments (any instrument played by the mouth, such as a trumpet or clarinet) is strongly discouraged,” in-person rehearsals have been delayed. Since then, SVUSD has developed the following safety protocols to limit the spread of COVID-19, and to allow for wind instruments to be played at school at this time:

- All musicians will be screened prior to rehearsal, including temperature and symptoms check
- Rehearsals/classes will occur outdoors, with at least 12 feet of physical distancing at all times
- The following Personal Protective Equipment (PPE) provided by SVUSD will be required for wind instruments and musicians, and must be used at all times:
  - Flute shields
  - Bell covers
  - Musician’s face coverings
- Practice time limits will be followed, with a 5 minute break following 30 minutes of playing time to allow for aerosols to disperse
- Small group cohorts limited to 5-10 students
- No shared equipment (instruments, music stands, music) between students

While we are pleased to share this update with you, we must also share that participation in these activities may generate increased aerosols and may pose a greater risk of contracting COVID-19 according to the [International Coalition of Performing Arts Aerosol Study](#). Based upon this study and the recent move to the most restrictive (purple) tier,, we are asking you to complete the [Athletic/Co-Curricular Assumption of Risk](#) waiver indicating your acknowledgement of the potential increased risks of singing and playing wind instruments outdoors at school during COVID-19. Your music teachers will be collecting the waivers directly and will be planning learning activities for our students according to the protocols outlined above.

We appreciate your patience in awaiting this update as well as your advocacy in support of our programs. Should you have any questions, please contact your student’s music teachers directly.

Thank you,

Kathy Cannarozzi Harris - Visual and Performing Arts Coordinator, SVUSD

James Newton - Director of Secondary Education, SVUSD

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
PARENT’S OR GUARDIAN’S PERMISSION FOR PARTICIPATION IN  
ATHLETICS AND OTHER CO-CURRICULAR ACTIVITIES  
ASSUMPTION OF RISK  
& HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY  
RELATING TO CORONAVIRUS/COVID-19 WARNING**

**The World Health Organization has declared Coronavirus/COVID-19 a pandemic, and the Governor of California has declared that a State of Emergency exists in California related thereto.**

**Coronavirus/COVID-19 is extremely contagious. Federal, state, and local governments, and health agencies have issued various directives and guidelines regarding social distancing and gatherings.**

**While Saddleback Valley Unified School District (“SVUSD”) has instituted measures designed to mitigate the spread of Coronavirus/COVID-19, SVUSD cannot guarantee that students or other attendees will not be exposed to or become infected with COVID-19. Attending or participating in Athletic or other Co-Curricular Activities could increase the risk of contracting COVID-19.**

I, individually, and on behalf the Participant and our respective heirs, executors, administrators, successors, assigns, and personal representatives in consideration of Saddleback Valley Unified School District’s agreement to allow participation in Athletics and Other Co-Curricular Activities, acknowledge and agree to the following:

**ASSUMPTION OF RISK**

On behalf of student and myself:

We understand and acknowledge the contagious nature of Coronavirus/COVID-19 and the increased risk of infection related thereto in connection with attendance at or participation in Athletics and Other Co-Curricular Activities. Specifically, we understand and acknowledge that we may be exposed to or infected by COVID-19 as a result of attending or participating in Athletics and Other Co-Curricular Activities, which may result in personal injury including serious illness, permanent disability, and death. We understand that exposure to or infection by COVID-19 may result from the actions or omissions, including the negligence, of ourselves and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, administrators, Board members, or other individuals acting on behalf of SVUSD.

**We hereby voluntarily and knowingly agree to assume all of the foregoing risks and all other risks arising out of or related to Athletics and Other Co-Curricular Activities, and voluntarily and knowingly accept sole responsibility for any injury to ourselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that we may experience or incur in connection with attendance or participation in Athletics and Other Co-Curricular Activities.**

**HOLD HARMLESS, INDEMNITY AND RELEASE**

On behalf of student and myself, and in consideration of permission to participate in Athletics and Other Co-Curricular Activities:

We agree, here and forever, to the maximum extent permitted by law, for ourselves, our family, our heirs, personal representative(s), and/or assigns, to defend, hold harmless, indemnify, discharge, release, and covenant not to sue SVUSD, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf, from and against any and all liabilities, claims, demands, actions, or causes of action of any sort, present or future, on account of damage to personal property, or personal injury, or illness, or death which may result from student’s participation in the activity, including but not limited to that arising out of exposure to or infection by COVID-19. This release specifically includes claims based on the negligence of SVUSD, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf. This release applies whether a COVID-19 infection or related illness occurs before, during or after a student's participation in Athletics and Other Co-Curricular Activities. **We understand that we are releasing claims and giving up substantial rights, including our right to sue, and are doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT.

**BY SIGNING BELOW, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THIS ENTIRE AGREEMENT, THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE, AND THAT I HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.**

\_\_\_\_\_  
Signature of Parent/Guardian\*      \_\_\_\_\_  
Print Name      \_\_\_\_\_  
Date

\_\_\_\_\_  
Student Name\*      \_\_\_\_\_  
Team/Group      \_\_\_\_\_  
Date of Birth

**\*IF PARTICIPANT IS AGE 18 OR OLDER, PARTICIPANT MUST AGREE TO HIS/HER OWN WAIVER. PLEASE RETURN ALL PAGES.**