

**THE
CLEVELAND
ORCHESTRA
YOUTH ORCHESTRA**
DANIEL REITH - MUSIC DIRECTOR

**CONSENT, COMPLETE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT - Student
Toronto Exchange 2024**

Please fill out carefully and return to **Kennedy McKain no later than Saturday, February 3**
Forms may be brought to COYO rehearsal, mailed to 11001 Euclid Avenue, Cleveland, OH 44106,
or emailed to coyo@clevelandorchestra.com

In consideration of the advantages to be gained from participation in the 2024 Exchange to Toronto by the Cleveland Orchestra Youth Orchestra, the undersigned parent(s) and/or guardian(s) (in either case hereafter called "Parents"), do hereby give their consent for their son or daughter and/or ward (hereafter called the "Participant") to travel to Toronto, Canada for the purpose of concert performances and travel and tourist activities, leaving Cleveland on or about May 31, 2024 and returning on or about June 2, 2024, traveling by bus and other surface transportation as determined by COYO (hereinafter called the "Exchange").

Parents hereby grant authority to COYO, its staff, agents, officers and directors, and other adult chaperones designated by COYO to act in an *in loco parentis* (or "in the place of a parent") relationship to the Participant during the Exchange, with the authority to act in the event of medical emergency, disciplinary situation, group coordination, or any other situation as COYO, in its sole discretion, deems warranted or necessary.

Parents hereby grant permission to medical personnel to prescribe, treat, give medication and care, and undertake surgery and/or hospitalization for illness and/or accident to Participant during the Exchange as deemed necessary or urgent in their professional judgment. Parents (or, if the Parents cannot be reached, the emergency name the Parents have designated on the Participant's Medical/Dietary Form) will be contacted as soon as circumstances reasonably permit in the event of serious illness or injury.

Parents hereby warrant that they will inform COYO in writing by February 3, 2024 of any pre-existing medical conditions, allergies, or other medical situations concerning the Participant that it would be appropriate for a medical care provider to know before giving treatment. In the event medical or emergency expenses are incurred by COYO on behalf of the Participant during the Exchange, Parents will pay the same either personally or through insurance, or will reimburse COYO in the event it has advanced the same.

In the event Participant becomes unable to continue on the Exchange because of illness or accident, or in the event Participant behaves in a manner that substantially interferes with the Exchange, causes others to interfere with the Exchange, or violates the rules of conduct set forth by COYO (including the Rules of Student Conduct attached hereto, which will apply at all times during the Exchange), or interferes with the rights and enjoyment of other Participants on the Exchange, COYO, in its sole discretion, may return the Participant to Cleveland, Ohio by common carrier, unaccompanied by anyone associated with COYO, and at the sole expense of the Participant's Parents, without refund. COYO reserves the right to telephone or communicate with Parents on a "collect" basis, at COYO's sole discretion, in the event any emergency pertaining to the Participant's health or conduct shall arise during the Exchange.

Parents and Participant agree that any photographs, video images, or audio or video recordings that include Participant created during or made concerning the Exchange may be used by COYO or its agents for purposes of publicity and/or public relations relating to any COYO programming without additional consent or compensation.

Indemnification; Complete Waiver and Release of Claims

In consideration for COYO allowing the participant to participate in the Exchange, the sufficiency of which the Participant and Parents hereby acknowledge, the Participant and Parents hereby understand and agree to indemnify and hold harmless COYO, the Musical Arts Association, its staff, agents, officers and directors, the chaperones, and any other adults traveling with the COYO from any and all claims related to or arising out of the Participant's Involvement in the Exchange.

Parents and Participant further understand and agree that COYO, the Musical Arts Association, and its staff, agents, officers and directors, the chaperones, and other adults traveling with COYO assume no responsibility or liability whatsoever, in whole or in part, including, but not limited to, responsibility or liability for the following: all liability and judgments for personal injuries, known or unknown, property damage, costs, loss of services or expenses of any type, including attorney fees, claims, demands, actions, damages, losses, expenses, and judgments, and attorney's fees, which any person may have against COYO, arising out of, relating to, concerning or in any way connected with the Participant's participation in the Exchange or on account of the loss of funds that are paid or applied by the Participant or the Parents or any other person or entity on the Participant's behalf for the purpose of funding the Exchange regardless of the reason for the loss of such funds.

The Participant and the Parents further understand and agree that COYO or the Musical Arts Association assumes no responsibility whatsoever, in whole or in part, including, but not limited to, responsibility or liability for the following: any delays, delayed or changed departure or arrival times, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of COYO, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism or terrorist acts of any kind, expense, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, or failure or negligence of any nature in connection with any accommodations, restaurant, transportation or any other service.

The Cleveland Orchestra Youth Orchestra, Musical Arts Association, nor our hosting venues provide instrument insurance. The COYO member and his/her family will be held liable for any damage and must provide their own insurance.

_____ (initial) We, the parents of the COYO member, understand that we are responsible for any damage caused to our instruments while on tour. We have either obtained appropriate insurance to cover such damage or are willing to take financial responsibility should the situation require.

Please understand that COYO could not sponsor the exchange if COYO, its staff, agents, directors, chaperones, or any other adults traveling with COYO were exposed to such liability.

The telephone numbers the Parents have listed below their signatures are the phone numbers at which the Parents can be reached during the period beginning on May 31, 2024 and ending on June 2, 2024.

This Agreement shall be governed and construed in accordance with the laws of Ohio and shall be binding upon the parties hereto and their respective successors and assigns.

The Participant and the Parents acknowledge that they have carefully read this Agreement, know and understand its contents, agree to abide by each of its terms, and have signed it voluntarily and of their own free will.

Please return ONE copy to COYO and retain one copy for your records.

Name of Participant : _____

_____ Signature of Father/Guardian	_____ Date	_____ E-mail Address
_____ Telephone (day)		_____ Street Address
_____ Telephone (evening-night)		_____ City State Zip

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 2____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person(s) named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC _____

_____ Signature of Mother/Guardian	_____ Date	_____ E-Mail Address
_____ Telephone (day)		_____ Street Address
_____ Telephone (evening-night)		_____ City State Zip

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 2____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person(s) named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC _____