





## Parental Consent and Waiver of Liability

1. **Acknowledgment of Risk:** The undersigned acknowledges and is fully aware that the activities at the YOSAL program are potentially dangerous activities with inherent risks and hazards and that the participation in the activities at the YOSAL program exposes the participant to a risk of property damage, bodily injury and/or personal injury. The undersigned expressly acknowledges that the participation in the activities at the YOSAL program will involve such a hazard.
2. **Release:** The undersigned, for herself/himself, the participant, and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose any of them to a risk of property damage, bodily injury and or personal injury, hereby releases, waives discharges and covenants not to sue the Youth Orchestra of Salinas, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants and all other persons and associates connected with the Youth Orchestra of Salinas, whether known or unknown, from any and all liability, including liability for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the participation in the activities at the YOSAL program, INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENT.
3. **Assumption of Risk:** Acknowledging that the activities at the YOSAL program are potentially dangerous activity with inherent risks and hazards which expose participants or volunteers to the risk of property damage, personal injury and or bodily injury, the undersigned, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, hereby elect to voluntarily assume any and all risks of loss, damage, injury or death arising out of or relating such participation.
4. **Covenant Not To Sue:** The undersigned, for herself/himself, the participant, and successors, assigns, heirs, estate, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Youth Orchestra of Salinas, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with the Youth Orchestra of Salinas, known or unknown, arising out of or related to the program. The undersigned is aware of Civil Code §1542 and waive its effect. Civil Code §1542 provides: *“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”*
5. **Indemnification:** The undersign parent or guardian hereby agrees to defend, indemnify and hold harmless the Youth Orchestra of Salinas for all damages, losses or injuries in any way relating to or arising from the child’s actions or inaction’s.
6. **Assurances:** The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this release.
7. **Binding Effect:** This release shall be binding upon the undersigned and the undersigned’s spouse, legal representative, heirs, successors and assigns.
8. **FERPA** permits the disclosure of Personally Identifiable Information (PII) from students’ education records, without consent of the parent, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to District officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent, § 99.32 of the FERPA regulations requires the District to record the disclosure. Parents have a right to inspect and review the record of disclosures. A District may disclose PII from the education records of a student without obtaining prior written consent of the parents:
  - To other District officials, including teachers, within the educational agency or institution whom the District has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1)) For more information, visit <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/parents.html>

I, as the parent or legal guardian of the participant, know that transportation to and from YOSAL is provided to the best of the program’s ability. The parent/guardian is responsible for ensuring transportation to and from the program when YOSAL is unavailable to offer transportation. YOSAL is not responsible for students who are not picked up from the program by 6:00pm.

This release has been carefully and fully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this release as of this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year). I, as the parent or legal guardian of \_\_\_\_\_ (Student Name), do hereby execute this agreement on behalf of the above-named participant.

Name & Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_



# Emergency Medical Authorization Form

Family Doctor's Name \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Company Name \_\_\_\_\_ Insurance Phone \_\_\_\_\_

Policy # \_\_\_\_\_

Does your child have any **health or medical condition(s)**?  YES  NO / Does your child take any **medications**?  YES  NO

If YES, please describe:

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Does your child have any **allergies**?  YES  NO

If YES, please describe:

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Does your child have any **other special circumstances or needs of which we should be aware**?  YES  NO

If YES, please describe:

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Should it be necessary for my child to have emergency medical treatment while participating in the YOSAL program, I hereby authorize YOSAL personnel to use their judgment in obtaining emergency medical services, including x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care, for my child. I further authorize any duly qualified individual selected by YOSAL personnel to render such emergency medical treatment to my child, as s/he may deem necessary and appropriate. I understand that YOSAL does not have insurance that pays the medical or hospital costs that might be incurred on behalf of my child.

Name & Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

## Photo Release Waiver

I, \_\_\_\_\_ (parent/guardian name), acknowledge that Youth Orchestra Salinas - El Sistema USA/Salinas, Inc. and/or its sponsors and affiliates may photograph or film \_\_\_\_\_ (student name) for general promotion and public relations to be used in marketing materials online and/or in print and/or in digital format.

Any photos or video taken by YOSAL - El Sistema USA/Salinas, Inc. and/or its sponsors and affiliates may be used, re-used, published and re-published in any form of media. Pictures of members taken involving YOSAL - El Sistema USA/Salinas, Inc. programs or activities are used for promotion and are the property of YOSAL - El Sistema USA/Salinas, Inc.

I consent to such uses and hereby waive all rights of compensation. The legal representatives, licenses, and assigns of YOSAL - El Sistema USA/Salinas, Inc., and the photographer, author or editor of the work in whatever form it takes, shall enjoy the same protection as YOSAL - El Sistema USA/Salinas, Inc. enjoys under the authorization and release.

I authorize use of the name of the student indicated on this form in promotional activities involving YOSAL - El Sistema USA/Salinas, Inc. and release and discharge YOSAL - El Sistema USA/Salinas, Inc. from any and all claims and demands arising out of or in connection with the use of the photographs, videos, or other media containing the image of the student or publication of the student's name.

I hereby authorize YOSAL – El Sistema USA/Salinas, Inc. to take photographs, videos or other media of my child while participating in any of YOSAL’s concerts, events, classes, rehearsals, activities, etc. \_\_\_\_\_ YES \_\_\_\_\_ NO

I am at least eighteen years of age, and have fully read and understand the provisions above \_\_\_\_\_ YES \_\_\_\_\_ NO

Parent/Guardian Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Counseling Consent Services

Dear Parents,

As a courtesy to your child, \_\_\_\_\_, YOSAL is offering counseling services from school-psychologist, Bruce Becker. The no-cost and voluntary service is available to your child should you feel he/she needs it. Mr. Becker provides counseling for reasons that may include, but are not limited to: classroom/playground behavior, school work difficulties, relationships with peers, staff and friends, home and/or neighborhood issues, grief and other issues of concern, modeling and other accepted counseling methods.

Bruce Becker is a licensed counselor by the state of California with a Ph.D. in Child Psychology and PPS and PRC counseling credentials. He has practiced counseling for over 12 years and was previously a classroom teacher for 20 plus years. He has been the counselor at Sherwood School in the Salinas City Elementary School District for over 7 years and is very familiar with childhood issues and concerns.

All discussions will be confidential so that children will feel that they are in a very safe environment and allow them to openly discuss issues and feelings that are bothering them. Discussions will not be revealed by the counselor unless they come under the following required areas mandated by the state licensing board:

- 1.) If a child threatens to harm either themselves or someone else
- 2.) If the counselor has reason to believe that the child is being physically, sexually or emotionally abused
- 3.) If ordered by a court of law to reveal counseling records. Under this possibility, every effort will still be made to protect your child's records under the counselor/client privilege

If you would like your child to receive counseling services, please sign and date this form and return it with your child to YOSAL staff. If you have any questions, please contact us at 831-756-5335.

Name & Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_



## Transportation Guidelines

My child, \_\_\_\_\_ (student name), has my permission to ride the YOSAL and Salinas City Elementary School District (SCESD) buses. Please note that bus riding is completely voluntary and is a privilege, not a right.

I, \_\_\_\_\_ (parent name), acknowledge the inherent risks and hazards exposed to participants riding the bus, and hereby elect to voluntarily assume any and all risks of loss, damage, injury or death arising from such participation.

The following expectations shall apply to all students who ride the YOSAL and SCESD buses:

### 1. Be Safe

- a. Students must remain seated and face the front of the bus while bus is in motion.
- b. Students must keep all body parts and objects to themselves at all times.
- c. Students must use an indoor voice while riding bus.

### 2. Be Respectful

- a. Students must show respect to the bus drivers, staff and students at all times.
  - i. Bullying, verbal abuse, physical abuse will not be tolerated.
- b. Students must show respect to the guidelines, rules, instructions and all property in and out of the bus.

### 3. Be Responsible

- a. Students must use their regularly assigned bus stop going to and from school and YOSAL classes.
- b. Students may drink water ONLY (no food/snacks/candy/gum), while riding the bus.
- c. Students must pick up after themselves and help keep the buses clean.

Please indicate which school stop you are requesting\*: \_\_\_\_\_

I, \_\_\_\_\_ (parent/guardian name) understand that if I am selecting a Bus Stop different from my child's school of attendance then I am responsible for ensuring that my child arrives safely to and from this bus stop, and hereby elect to voluntarily assume any and all risks of loss, damage, injury or death arising from such participation and hold harmless YOSAL, Salinas City Elementary School District and Alisal Union School District, including all other school districts.

*\*Not all bus stops are guaranteed to be available, but we will try our best to accommodate all students and families.*

### **If you are not using YOSAL transportation, please check one of the boxes below:**

- I will secure my own transportation for my child. *(By checking this box, I am agreeing to assume all liability related to transporting my own child to and from the YOSAL program.)*
- My child has permission to walk to the YOSAL program each day from their school. *(By checking this box, I am agreeing to assume all liability related to walking to and from the YOSAL program.)*
- My child has permission to walk home from the YOSAL program each day. *(By checking this box, I am agreeing to assume all liability related to walking to and from the YOSAL program.)*

Name & Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_