

## **Moose Jaw Music Festival Rules & Regulations**

- Teachers, parents and performers are expected to read the General Competition Regulations of the Saskatchewan Music Festival Association. There is a link to the document on our home page.
- Accompanists and performers must also play from original music.
- Photocopied music is not permitted in accordance with SMFA regulations.
- Last minute changes in music are NOT allowed. Any piece of music other than the one listed in the program will be “for adjudication only”. That means no mark will be given.
- Video and audio recording is strictly prohibited in accordance with copyright laws and SMFA rules.
- To be eligible for any scholarships or awards, competitor must be a resident of Moose Jaw or district or studying with a Moose Jaw teacher, and be 19 years of age or younger.
- To qualify for the scholarship competition competitors must:
  - be 19 years of age or younger;
  - achieve a mark of 87 or higher in one of their classes;
  - be performing music that is of sufficient standard;
  - perform from memory during festival;
  - be available for the entire competition and deliberations;
  - compete in two solo classes in the same discipline.

## **COVID-19 TERMS & CONDITIONS**

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 Diseases, Saskatchewan Music Festival Association (SMFA) cannot guarantee that you and/or your child(ren) will not become exposed to any Diseases as a result of participating in music festivals.

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. SMFA cannot guarantee that I and/or my child(ren) will not become infected with a Disease, and by voluntarily attending music festivals, 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 SMFA 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 music festivals, including all activity necessarily incidental to attending music festivals 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 SMFA whether contraction of a Disease occurs before, during or after participation in any music festivals.

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

6. And, for and in consideration of being able to participate in the music festivals, 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 SMFA, or which otherwise results in SMFA 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 accepting these terms, 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.