

## **Phoenix Center for the Arts & Thunderbird Arts Center Student Agreement**

At Phoenix Center for the Arts and Thunderbird Arts Center, Patrons must agree to comply with the following safety precautions and protocols listed below, as well as any and all posted facility rules and procedures that may be communicated by Phoenix Center for the Arts staff, Thunderbird Arts Center staff, or teaching artists. For the purposes of this document, students shall be referred to as Patrons.

### **Face Covering/Mask Requirements in Classrooms**

Physical respiratory protection, such as a cloth face covering, are optional for vaccinated individuals. For unvaccinated or partially vaccinated individuals, children ages 2 and under, individuals who are at high-risk, or someone who is caring for an individual at high-risk, Phoenix Center for the Arts strongly recommends the use of masks and protective facial coverings that cover the nose and mouth while inside all Center facilities.

Some Teaching Artists have requested to maintain the mask requirement for their classrooms, the mask requirement will be stated in that class description, and apply to all Patrons in that class, regardless of vaccination status. If a Patron has registered for a class with a mask requirement, they will be asked to wear an appropriate face covering/mask that completely covers the nose and mouth, or they will be denied entry into the class, and asked to leave.

### **Health, Safety, & Reporting - When To Come to Class & When To Stay Home**

Patrons must notify their instructor and the Campus Manager or Thunderbird Manager, and may not return to the Center if they have recently experienced symptoms of acute respiratory illness consistent with COVID-19, and its variants – such as fever, cough, chills, muscle pain, headache, sore throat, or shortness of breath – that are not explained by another non-contagious medical or allergic condition. If a Patron exhibits symptoms of acute respiratory illness upon arrival to the facility, or becomes sick during their time at the Center, they must be sent home immediately, and the Campus Manager must be notified. Patrons are asked to monitor their own temperature and symptoms prior to coming to Phoenix Center for the Arts or Thunderbird Arts Center.

If a Patron tests positive for COVID-19, they must notify their instructor and the Campus Manager or Thunderbird Manager, and may not return to the Center until they have received a

negative COVID-19 test and can provide evidence of that negative COVID-19 test to the Campus Manager or Thunderbird Manager. They must also confirm that they have been symptom-free, without medication, for at least 72 hours before returning.

### **Contact with Asymptomatic Patrons**

Because one can carry COVID-19 with no symptoms at all, anyone who has been in close contact with a person known to be infected with the virus, or whose family or friends show signs of exposure, should behave as if they are infected, isolate themselves for 5 days, and contact their physician. Close contact shall include being within 6 feet of an individual for more than 15 minutes within a 24-hour period. A Patron may elect to get tested for COVID-19 no less than five days (120 hours) after the close contact occurred. If that test results in a negative result, that Patron may return to the Center, as long as they can provide evidence of the negative COVID-19 test to the Campus Manager or Thunderbird Manager and confirm that they have been symptom-free, without medication, for at least 72 hours prior to returning.

### **Returning to the Facility After Illness**

Patrons with symptoms of acute respiratory illness associated with COVID-19 may return to Phoenix Center for the Arts or Thunderbird Arts Center only after: (a) they are symptom-free, without medication, for at least 72 hours; or they have (b) been tested for COVID-19 and can provide evidence of a negative test result to the Campus Manager or Thunderbird Manager.

### **Check-In**

Patrons taking classes at the Center can check-in with the desk attendant on duty at the facility in which their class is being held. Patrons are only permitted building access during the date and time of the class in which they are registered or if they have been granted permission to make up a class with an instructor on another day. If a Patron has registered for a class with a mask requirement, they will be asked to wear an appropriate face covering/mask that completely covers the nose and mouth, or they will be denied entry into the class, and asked to leave.

### **Use of Tools, Paints, Glazes, Supplies, etc.**

Patrons are encouraged to bring their own tools and materials to class.

### **No Food or Drink Allowed**

No food or drink will be allowed within the facility, with the exception of a water bottle.

### **Equity Statement**

Central Arts Alliance understands the broader meaning of equity as: Access to the resources needed to thrive such as education, employment, healthcare, food, clean water, housing, and arts & culture.

The board, staff, instructors, and volunteers are committed to equitable practices in everything we do. Our actions to strive for more equitable practices may include, but not be limited to:

- Listening to the needs of our vastly diverse community
- Aspiring to educate those who work with us, using tools such as readings, videos, etc.
- Addressing any inequitable behavior not in alignment with our core values

I understand that I am responsible for upholding this statement through my actions while participating in Central Arts Alliance programming.

### **Waiver & Release**

1. I represent that I am physically capable of participating in arts related activities (including, but not limited to art, dance/movement, music, and theatre) produced or presented by Central Arts Alliance (CAA) at Phoenix Center for the Arts, Thunderbird Arts Center, and any satellite locations, facilities, online/virtually, and facilities held by the City of Phoenix herein referred to as "CAA/COP."
2. I understand that arts related activities can be strenuous and can subject one to risk of serious injury, including death, and know that it is my responsibility to ascertain that there is no medical reason to prevent my participation.
3. I understand that CAA/COP reserves the right to terminate an individual's use of the facilities, virtual classrooms, and conference calls at any time, in the sole judgment of CAA/COP, due to the unsafe, disruptive uncooperative, negligent, reckless, or otherwise improper acts or omissions of, or violation of any policy or rule of CAA/COP.
4. I agree that CAA/COP is not responsible for any loss of, or damage to my personal property, unless due to CAA/COP's negligence or willful misconduct.
5. I agree that CAA/COP's directors, officers, representatives, owners, partners, employees, successors, instructors, and agents shall not be liable or responsible for any and all risk, damage, injury, or death which may occur as a result of (a) my use of all amenities and equipment provided by CAA/COP (b) my slipping and/or falling while in the facility, or on other premises of CAA/COP's, including adjacent sidewalk areas - unless due to its negligence or willful misconduct and/or (c) my use of virtual amenities, spaces, and classrooms.
6. I expressly agree to release and discharge CAA/COP's subsidiaries, affiliates, directors, officers, representatives, owners, partners, employees, successors, instructors, and agents from any and all claims or causes of action that may arise and agree to voluntarily waive any right that I may otherwise have to bring a legal action against CAA/COP for personal injury or property damage, except if arising out of the negligence or willful misconduct of CAA/COP. To the extent that applicable laws do not prohibit release for ordinary negligence, this release applies to any ordinary negligence on the part of CAA/COP, its agents, officers, directors, and employees.
7. I acknowledge that I have read this Waiver and Release Agreement and understand that it is a RELEASE OF LIABILITY. I expressly agree that this release shall be binding upon my heirs, executors, administrators, and assigns.
8. I understand and agree to follow any Federal or State laws regarding regulations and social distancing surrounding the COVID-19 pandemic and release CAA/COP of any liability and waive any right to legal action against CAA/COP with regards to COVID-19. I also understand that if I enter a CAA/COP property or facility during the pandemic, I do so at my own risk and release CAA/COP of any liability and waive my right to legal action.

9. I understand that CAA/COP reserves the right to digital information including, but not limited to, online chats, classrooms, presentations, videos, and calls. I am aware that CAA/COP may record any portion of any digital content, including my likeness, during a video call, and that CAA/COP reserves the right to utilize my likeness during calls for future classes or marketing purposes without further consent from me.
10. I acknowledge that I have read this Waiver and Release Agreement and understand that it is a RELEASE OF LIABILITY. I expressly agree that this release shall be binding upon my heirs, executors, administrators, and assigns.

**By agreeing to the Student Agreement and Waiver and Release, I acknowledge that I have read the Student Agreement and Waiver and Release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.**