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**COVID-19 Release of Liability and Assumption of Risk Agreement (August 24,2023)**

The novel coronavirus, also known as COVID-19, has been declared a pandemic by the World Health Organization. COVID-19 is a highly contagious virus and is believed to spread through person-to-person contact. As a result, federal, state, and local governments and health agencies recommend practicing safe social distancing. You are responsible for complying with all governmental orders and recommendations. Failure to do so may increase your risk of exposure to or infection by COVID-19 and that of other persons.

Music Center of the Northwest (“**Music Center**”) is taking this situation very seriously and has put in place a number of measures to reduce the spread of COVID-19. Up to date measures can be found on our website (musiccenternw.org) and including sanitizing “high-contact” surfaces, limiting instrument use, limiting room access, and encouraging masking when in the building, amongst others. Despite these measures, however, it is not possible to completely eliminate the risk posed by COVID-19, and Music Center cannot guarantee that its members and guests will not be exposed to or infected by COVID-19.

**No Recent Diagnosis or Exposure to COVID-19**. I represent that I have not been diagnosed with COVID-19, and that in the past 5 days I have not had a fever, cough, shortness of breath, sore throat, chills, loss of taste or smell, or other symptom associated with COVID-19, and, to the best of my knowledge, have not been exposed to a known or suspected case of COVID19. If any of these representations changes, I will immediately notify Music Center (covid@musiccenternw.org or 206-526-8443). The Music Center will maintain the confidentiality of any health information provided consistent with applicable law.

**Assumption of Risk**. I acknowledge the contagious nature of COVID-19 and the risk that my family, my guests, and I may be exposed to or infected by COVID-19 at Music Center, and that exposure or infection by COVID-19 may lead to injury, illness, permanent disability, or death. I also acknowledge that the risk of exposure or infection by COVID-19 may result from my own acts, omissions, negligence, or gross negligence as well as that of my family members, my guests, and also Music Center’s employees, members, guests, and their families. Being fully informed of these risks, I voluntarily assume and accept all of these risks, accept sole responsibility for any illness, disability, death, damage, loss, claim, liability, property damage, or expense of any kind or nature arising out of, related to, or in connection with the attendance and use of Music Center and its property, facilities, equipment, and services (the “**Claims**”) that my family, my guests, or I may incur or suffer.

**Waiver and Release of Liability; Covenant Not to Sue**. In consideration of being permitted to access and use Music Center and its property, facilities, equipment, and services, I hereby agree, for myself and for my family (including any minor children of which I am the parent or guardian), heirs, personal representatives, and assigns, to unconditionally, irrevocably, and forever release, discharge, covenant not to sue, and hold harmless Music Center, its directors, officers, managers, employees, contractors, representatives, members, and agents of and from the Claims (as defined above), regardless of whether a COVID-19 infection occurs before, during, or after our attendance and use of Music Center or its property, facilities, equipment, and services. I understand and agree that this waiver and release of liability and covenant not to sue includes, but is not limited to, any Claims based, in whole or in part, on the acts, omissions, negligence, of Music Center and its directors, officers, managers, employees, contractors, representatives, members, and agents, except for claims arising from the Music Center’s intentional wrongdoing, gross negligence or fraudulent conduct.

**Rules and Regulations**. In consideration of being permitted to access and use Music Center and its property, facilities, equipment, and services, I hereby agree that I, and any guest and any minor children of which I am a parent or guardian, will fully comply with Music Center’s rules and regulations and with all signage posted at Music Center.

**Acknowledgment of Understanding**. I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I am giving up substantial and valuable rights, including the right to sue Music Center or its directors, officers, managers, employees, contractors, representatives, members, and agents. Nonetheless, I agree to the terms of this Agreement, acknowledge that I am signing this Agreement freely and voluntarily, and intend my signature to be an unconditional waiver and release of liability to the fullest extent allowed by law. I understand and agree that this waiver and release of liability and covenant not to sue is signed on my behalf and on behalf of all minor children of which I am the parent or guardian. I agree that in the event that any clause or provision of this Agreement is deemed invalid, such provision shall be modified and if such modification is not possible, severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall not be affected.

Name of Student/Participant(s) (**please print**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian if Student is under 18 (**please print**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Parent/Guardian if Student is under 18)