

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

READ BEFORE SIGNING

IN CONSIDERATION OF my child/ward _____
being allowed to participate in any way in Children’s Musical Theatre Workshop, Inc.’s (“CMTW”) related events and activities at the Ormond Beach Performing Arts Center located at 399 North US1, Ormond Beach, FL 32174 operated by City of Ormond Beach, the undersigned acknowledges, appreciates, and agrees that:

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 infections have been confirmed throughout the United States, including several cases in Ormond Beach, Florida. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. CMTW, in accordance with the most recent CDC guidelines, has put in place preventative measures to reduce the spread of COVID-19; however, CMTW cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending CMTW could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending CMTW and that such exposure or infection may result in quarantine requirements, personal injury and illness (ex: communicable diseases such as COVID-19) to my child from the activities involved in CMTW are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist. I understand that the risk of becoming exposed to or infected by COVID-19 at CMTW may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CMTW employees, volunteers, and CMTW participants and their families; and,

1. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation; and,
2. I willingly agree to comply with CMTW’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child’s readiness for participation and/or in CMTW itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
3. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS Children’s Musical Theatre Workshop, Inc. its directors, officers, officials, teachers, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and the City of Ormond Beach as the owners and lessors of premises used to conduct the classes located at the Ormond Beach Performing Arts Center, 399 North

US1, Ormond Beach, FL 32174 (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child’s involvement or participation in Children’s Musical Theatre Workshop, Inc., whether a COVID-19 infection occurs before, during, or after participation in CMTW, and/or WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities, claims, actions, damages, costs, or incident to my child’s involvement or participation in Children’s Musical Theatre Workshop, Inc., EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATNG TO CORONAVIRUS/COVID-19, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child/Ward: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Name of Witness: _____

Signature of Witness: _____

Name of 2nd Witness: _____

Signature of 2nd Witness: _____

Date Signed: _____