

Middleport Community Choirs, Inc.
Waiver and Release of Liability Agreement

The participant named below (hereinafter referred to as "Participant"), desires to participate in rehearsals, performances, and events ("Programming"), provided by The Middleport Community Choirs. In consideration of the services The Middleport Community Choirs provides to Participant, Participant agrees to all of the terms and conditions set forth in this agreement ("Agreement").

General Risks and Liability Waiver

Participant is knowingly and voluntarily participating in The Middleport Community Choirs' programming with an express understanding of the potential dangers and risks involved. Participant accepts and assumes all risks and full responsibility for all damages, injuries, illnesses, other losses, and even death in connection with the Programming to the fullest extent allowed by applicable law, other than to the extent directly and solely caused by The Middleport Community Choirs' gross negligence or willful misconduct. Participant will indemnify, defend, hold harmless, release, and discharge The Middleport Community Choirs and its affiliates from all damages, injuries, illnesses, or other losses in connection with Participant's participation in the Programming, including the Coronavirus and COVID-19 pandemic-related risks (collectively, "COVID-19"), to the fullest extent permitted by law.

COVID-19 Disclaimer and Terms

The Middleport Community Choirs has taken reasonable measures, following public health authorities' guidance, in planning the Programming to minimize the risk of COVID-19. Nevertheless, The Middleport Community Choirs cannot prevent Participant from becoming exposed to, contracting, or spreading COVID-19 while participating in the Programming. Therefore, by choosing to participate in the Programming, Participant knows and understands that they may be exposed to and/or face an increased risk of contracting or spreading COVID-19.

As a condition of participating in Programming, Participant will:

- Conduct a self-screen before participating in the Programming;
- Agree to a temperature check before participating in the Programming;
- Wear a mask at all times before, during and after participating in the Programming;
- Wash or sanitize hands before participating in the Programming and follow all other health and safety protocols prescribed by The Middleport Community Choirs in connection with the Programming;
- Maintain at least six (6) feet of social distancing from others, unless the Programming requires closer contact, in which case Participant agrees to such contact and understands, agrees to, and assumes all risks related to closer contact;
- Not participate in the Programming if Participant or anyone Participant has been in recent contact with or has developed COVID-19 or its symptoms;
- Follow all CDC and local guidance related to COVID-19; and
- Provide such further health information, screen and certifications as The Middleport Community Choirs may reasonably require.

Participant is knowingly and voluntarily participating in the Programming with an express understanding of the dangers involved. Participant understands the risks related to the Programming during the COVID-19 pandemic, and assumes all such risks, including any specific risks related to factors such as age, health, or pre-existing conditions.

To the fullest extent allowed by applicable law, Participant hereby forever releases and waives their right to bring suit against The Middleport Community Choirs and its members, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participating in the Programming. Participant understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim we may have to seek damages, whether known or unknown, foreseen or

unforeseen.

Participant agrees to this Agreement in consideration for the opportunity to participate in the Programming. If any part of this Agreement is held invalid or unenforceable, that part will be deemed excluded and the remainder will remain in full force and effect. I understand and agree that the law of the State of New York will exclusively apply to this Agreement.

Self-Screening:

Below are the self-screening questions that are required to answer daily before participating in a Middleport Community Choirs rehearsal, performance, or event. If any of the answers to the below questions are "Yes," individuals cannot participate. If the answers are "No" to all the following questions, individuals may participate.

1. Is your temperature higher than or equal to 100.0 degrees Fahrenheit?
2. Have you had any known contact with a person confirmed or suspected to have COVID-19 in the past 14 days?
3. Are you currently experiencing ANY of the following symptoms?

(See <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> for most up to date list of symptoms)

- Cough (new or worsening)
- Shortness of breath (new or worsening)
- Fever or Chills
- Muscle pain (new or worsening)
- Headache (new or worsening)
- Sore throat (new or worsening)
- New loss of taste or smell
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

4. Have you traveled outside of the United States in the last 14 days?

If you have traveled out of the United States, have you completed the required quarantine and testing? What was the result of the mandated COVID test? (Please see: <https://coronavirus.health.ny.gov/covid-19-travel-advisory> for full travel guidance)

6. Have you tested positive for COVID-19 through a diagnostic test in the past 14 days?

If you have answered "NO" to all questions, you have passed and may come to rehearsal.

If you have answered "YES" to any question, you WILL NOT be allowed to come to rehearsal without a negative COVID test.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

PARTICIPANT:

Signature _____

Printed Name _____

Date _____