**ASSUMPTION OF THE RISK AND WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**RELATING TO COVID-19**

**THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING**

By signing this agreement, I acknowledge the contagious nature of the novel coronavirus COVID-19 and agree to voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending and participating in certain singing activities (“Activities”) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, guidelines regarding COVID-19 are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

I understand and acknowledge that the Activities are not being offered or required by NW Harmony or its Musical Director. Members of NW Harmony are voluntarily offering Activities to other members, including me, in consideration and exchange for my voluntary agreement to participate in the Activities and to execute this agreement.

In consideration of my voluntary agreement to participate in the Activities and knowing the risks described above, I hereby: 1) assume all the risks and responsibilities surrounding my participation in the Activities; 2) waive any and all rights or claims against NW Harmony, its musical director and other directors, its officers, staff, managers, members, agents, and assigns (the “Releasees”) that I may have as a result of my participation in the Activities; and 3) fully release, covenant not to sue, discharge, and hold harmless the Releasees against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury, which may accrue to me or my heirs in connection with my participation in the Activities (“Claims”), whether a COVID-19 infection, or other illness or injury occurs before, during, or after participation in the Activities.

This Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of Washington State without reference to its choice of law provisions.

**I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.**

**I AM AT LEAST EIGHTEEN YEARS OF AGE, HAVE CAREFULLY READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE OF CLAIMS, AND UNDERSTAND THAT BY SIGNING IT I MAY BE GIVING UP SUBSTANTIAL RIGHTS I MAY OTHERWISE HAVE, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT OR COERCION.**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_