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**SEATTLE GIRLS CHOIR**

**Waiver and Release of Liability Agreement**

**Effective as of May 13, 2021**

Seattle Girls Choir provides a comprehensive and progressive choral education with an emphasis on vocal technique, musical literacy and ensemble performance. We are excited that you have decided to participate in our programming and events for the upcoming seasons.

The participant(s) named below (hereinafter referred to as “***Participant***”), desires to participate in programming and events (the “***Programming***”), provided by Seattle Girls Choir, a Washington nonprofit corporation (“***SGC***”). The parent/guardian of Participant named below (“***Parent***,” and together with Participant, “***we***”) hereby grants Participant permission to participate in the Programming. In consideration of the education and services SGC provides to Participant, Participant and Parent each agree to all of the terms and conditions set forth in this agreement (this “***Agreement***”).

***General Risks and Liability Waiver***

Participant is knowingly and voluntarily participating in SGC’s programming with an express understanding of the potential dangers and risks involved. We accept and assume 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 SGC’s gross negligence or willful misconduct. We will indemnify, defend, hold harmless, release, and discharge SGC and its affiliates from all damages, injuries, illnesses, or other losses in connection with Participant’s participation in the Programming, including COVID-19 pandemic-related risks, to the fullest extent permitted by law.

***COVID-19 Disclaimer and Terms***

SGC has taken reasonable measures, following public health authorities’ guidance, in planning the Programming to minimize the risk of COVID-19. Nevertheless, SGC 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, we know and understand that Participant 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 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 SGC in connection with the Programming;
* Maintain instructed social distancing from others, unless the Programming requires limited 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 contract with has developed COVID-19 or its symptoms;
* Follow CDC and local guidance related to COVID-19; and
* Provide such further health information, screen and certifications as SGC may reasonably require.

**We agree that Participant is knowingly and voluntarily participating in the Programming with an express understanding of the dangers involved. We understand the risks related to the Programming during the COVID-19 pandemic, and we assume 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, we hereby forever release and waive our right to bring suit against SGC and its owners, 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.** We understand that this waiver means we give up our 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.

We agree to this Agreement in consideration for the opportunity to participate in the Programming, and for other good, valuable, and sufficient consideration which I have and will receive. If any part of this Agreement is held invalid or unenforceable, that part shall be deemed excluded and the remainder shall remain in full force and effect. I understand and agree that the law of the State of Washington will exclusively apply to this Agreement.

**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:**

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| **PARENT/GUARDIAN:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **PARTICIPANT:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | Date |