

## Maiden Vermont Liability Waiver and Release of Claims

**COVID-19 SAFETY INFORMATION:** COVID-19 is extremely contagious and is spread mainly by person-to-person contact. The risk of spreading Covid-19 may be increased by speaking and singing. Therefore, Maiden Vermont has a policy to reduce the spread of COVID-19. Because it is anticipated that a Maiden Vermont event will involve the voluntary singing of group members and others in some proximity to one another, the risk of spread of COVID-19 may be increased. Even with preventative measures in place, including up to date vaccinations, distancing and mask wearing, Maiden Vermont cannot guarantee that participants, guests, contractors, members, volunteers, partners, or others in attendance will not become infected with COVID-19. **Individuals who fall within any of the categories below should not attend, participate or volunteer for a Maiden Vermont event (as defined below). By attending, participating in, or volunteering as such, you certify that you do not fall into any of the following categories:**

1. Individuals are experiencing Covid-19 symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, congestion, runny nose, muscle pain, headache, sore throat, or new loss of taste or smell; or
2. Individuals have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state public health guidelines.

**DUTY TO SELF-MONITOR:** By signing below, you agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and promptly contact Lindi if you experience symptoms of COVID-19 within 14 days after participating or volunteering in any event held or sponsored by Maiden Vermont.

**ASSUMPTION OF THE RISK.** By signing below, you acknowledge and understand the following:

1. Participation in the Activity includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. You knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the sole negligence, gross negligence, or fault of the Released Parties; and
3. You knowingly assume the risk of any and all injury, harm and loss associated with the Activity, including any and all injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**ACKNOWLEDGMENT OF RISK, LIABILITY WAIVER AND RELEASE OF CLAIMS.** By signing below:

1. You acknowledge that you derive personal satisfaction and a benefit by virtue of your participation in and/or volunteering for a Maiden Vermont sponsored event;
2. You willingly agree to engage and assume the risk of participating in Maiden Vermont sponsored events and/or other Maiden Vermont activities (hereinafter the "Activity").
3. You further acknowledge that despite the increased risk of contracting COVID-19, you are choosing to participate in the Activity by voluntarily appearing and/or singing with other participants in some proximity to one another.
4. Further, you recognize that your participation, involvement and/or attendance at the Activity is voluntary and may result in personal injury (including death). By attending, observing or participating in the Activity, you acknowledge and assume all risks and dangers associated with such action, and you agree that the Released Parties (as hereinafter defined) are not responsible for any personal injury (including death), property damage,

or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless of whether or not any such injuries or losses are caused by the negligence of any of the Released Parties.

**RELEASE AND WAIVER.** AS SHOWN BY MY SIGNATURE BELOW, I HEREBY FULLY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE MAIDEN VERMONT CHORUS, THEIR AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, VOLUNTEERS, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES"), EITHER IN LAW OR INEQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO ANY AND ALL DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, ARISING FROM, BUT NOT LIMITED TO, DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY (COLLECTIVELY, THE "RELEASED CLAIMS") WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. BY SIGNING BELOW AND ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN AND IT IS YOUR INTENT TO GIVE A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**INDEMNITY: FOR GOOD AND VALUABLE CONSIDERATION ACKNOWLEDGED BY YOUR SIGNATURE BELOW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, EXPENSES AND LOSSES TO WHICH ANY OF THE RELEASED PARTIES MAY BECOME SUBJECT ARISING IN ANY MANNER FROM OR ATTRIBUTABLE TO YOUR PARTICIPATION, INVOLVEMENT, AND ATTENDANCE IN THE ACTIVITY. WITHOUT WAIVING YOUR OBLIGATIONS SET FORTH HEREIN ABOVE, YOU AGREE THAT IF ANY CLAIM OF WHATEVER NATURE IS MADE AGAINST THE RELEASED PARTIES HEREUNDER, THE RELEASED PARTIES SHALL HAVE THE RIGHT TO SELECT COUNSEL AND CONTROL THE DEFENSE THEREOF.**

**MEDICAL ACKNOWLEDGMENT AND RELEASE.** As shown by my signature below, I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention.

I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS WHATSOEVER WHICH ARISE OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

**I have read and understand the contents of this Release and am executing the same of my own free will.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**