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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the gathering of groups of people.

The Thornton Community Band (and all subsidiary performing groups) has put in place preventative measures to reduce the spread of COVID-19; however, the band cannot guarantee that I will not become infected with COVID-19. Further, attending band rehearsals, concerts, and other activities could increase my risk of contracting COVID-19. I understand that my attendance and participation in band activities is entirely optional.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending band activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at band activities may result from actions, omissions, or negligence of myself and others, including, but not limited to, board members, conductors, band musicians, guest artists, and their respective families.

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance with Thornton Community Band or my participation in band activities.

On my behalf, and on behalf of my spouse, children, heirs, and representatives, I hereby release, covenant not to sue, discharge, and hold harmless Thornton Community Band, its employees, officers, directors, volunteers, and representatives, from any liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to my participation in band activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Thornton Community Band, its employees, officers, directors, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any band activity.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A WAIVER OF VALUABLE LEGAL RIGHTS, AND I SIGN IT VOLUNTARILY.

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Signature of Band Member Date

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Printed Name of Band Member Signature of Band Representative