

Minnetonka Center for the Arts

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of receiving permission from The Minnetonka Center for the Arts (the “Art Center”) to use its equipment or facilities or to engage or participate in or receive the benefit of any instruction or observation (“Activity”) whether such Activity is organized by the Art Center or not, the undersigned User, for myself, my personal representatives, my heirs and assigns, acknowledges that I understand the nature of such Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity.

I fully understand that the Activity may involve risks of bodily harm or injury, whether caused by my own actions, the actions of others, the conditions in which the Activity takes place, or the actions, inactions or negligence of the Art Center, its directors, officials, employees, agents, volunteers, and other participants (“the Releasees”) and I assume all such risks.

One such risk, the novel coronavirus, COVID-19, is a new infectious disease which has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is spread by person-to-person contact. Federal, state and local governments and health agencies have recommended vaccination, social distancing, as well as other precautions such as routinely washing your hands and wearing a mask to help prevent the spread of COVID-19. I understand that the Art Center has put in place reasonable preventative measures aimed to reduce the spread of COVID-19 in accordance with guidance and recommendations received from federal, state and local government agencies, a description and explanation of which is attached hereto (“COVID-19 Policy”), but cannot guarantee that everyone at the Art Center will follow the COVID-19 policy or that I will not become infected with the COVID-19 while on the Art Center premises or engaged in an Activity.

With this knowledge and in consideration of the opportunity to visit the Art Center premises and/or engage in the Activity, I acknowledge and agree for myself, my personal representatives, my heirs and assigns as follows:

- (a) I assume all of 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 participation at the Art Center or in any Activity specifically including, but not be limited to, claims or causes of action, both known and unknown, arising out of any conditions, actions, inactions or negligence at the Art Center or in connection with any Activity, including negligent rescue operations and from any loss, liability, damages, costs or expenses which I may incur as a result of or in connection with such claims or causes of action, including, but not limited to, any claims that I contracted COVID-19 at the Art Center due to any act or omission by any students, member or employee of the Art Center or related to compliance or noncompliance with federal, state and local government and health agency order and guidance regarding COVID-19 (“Claims”). In the event of injury, all losses, costs, damages or expenses incurred by me must be paid by me or my personal insurance company.
- (b) I understand the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while on the Art Center premises or engaging in an Activity. I further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I freely acknowledge, understand and realize that the risk of becoming exposed to or infected by COVID-19 at the Art Center or in connection with an Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Art Center students, members, or employees, and fully assume and accept all known and unknown risks of such participation.
- (c) I hereby release, covenant not to sue, discharge, and hold harmless the Releasees of and from any Claims. I voluntarily give up and waive any right that I may have to bring a legal action against any Releasee for any Claims, including but not limited to, personal injury related to COVID-19.

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(d) By signing below, I indicate that I have read this agreement and the COVID-19 Policy and fully understand their terms, and agree to comply therewith and I understand that I have given up substantial rights by signing it, and that I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that should any portion of this agreement be held invalid, the balance shall continue to be in full force and effect.

If the participant in the Activity is a minor, this agreement has been signed by the Parent or Legal Guardian, who represents that they have the ability and authority to give this waiver on behalf of the minor child, and that the child meets the physical requirements of the Activity.

Session (ex. Fall I 2021, Fall II 2021)

X

Signature

Print Name

If signing for a minor, print name(s) above

Date