



Rev. 06/30/2021

SAFETY ACKNOWLEDGEMENT: LIABILITY WAIVER & RELEASE OF CLAIMS RELATING TO CORONAVIRUS/COVID-19

While participating in classes held by Sunshine Music Together (SMT), SMT has put in place preventative measures to reduce the spread of COVID-19. However, SMT cannot guarantee that its students, staff members, students, or others in attendance "participants" will not become infected with COVID-19. Therefore, if you choose to utilize SMT's services and/or enter onto our premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Due to the ongoing spread of COVID-19, individuals who fall within any of the categories below SHOULD NOT engage in in-person SMT classes and/or events. By participating in a class and/or event you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others.
2. Individuals who 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.
3. Individuals who 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 or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact SMT at info@sunshinemusictogether.com if they experience symptoms of COVID-19 within 14 days of attending an in-person class or event at SMT.

ASSUMPTION OF THE RISK:

As an SMT participant I acknowledge and assume all risks and dangers associated with my participation and/or attendance at SMT. I agree that: (a) Sunshine Music Together, (b) the property or site owner of the event or call, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in and attendance at SMT or a SMT sponsored event regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims").

1. Participation 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. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties.
3. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Sunshine Music Together's services and premises in person rather than arranging for an alternative method of enjoying the same services virtually.
4. I hereby knowingly choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Sunshine Music Together's services.

WAIVER OF LAWSUIT/LIABILITY:

I hereby forever release and waive my right to bring suit against Sunshine Music Together and its owners, officers, directors, managers, officials, trustees, agents, employees, teachers or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing SMT's services and premises. I understand that this waiver means I give up my right to bring any claims either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind of part of the released parties, including but not limited to personal injuries, death, bodily injury, illness, economic loss, out of pocket expenses, or loss/damage to property whether known or unknown, foreseen or unforeseen, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or may afterward accrue on my behalf, which arise or may afterward arise from my participation with in-person classes or events at/or sponsored by SMT.

CHOICE OF LAW:

I understand and agree that the law of the State of Washington will apply to this contract.

BY ACCEPTING SUNSHINE MUSIC TOGETHER'S TERMS AND CONDITIONS UPON REGISTERING FOR IN-PERSON CLASSES, I AGREE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.