# Release of Liability, Agreement not to Sue, Indemnification, and Hold Harmless Agreement

We all know that these are uncertain times. The risks of COVID-19 and its transmission are not yet fully understood and not controlled. Even experts disagree as to how the virus spreads, and it remains difficult to determine whether anyone is infected with the virus or contagious at any time.

MYSO has no expertise as to COVID-19. MYSO is following expert recommendations, but it cannot ensure the safety of its students or their families from the risks of COVID-19. MYSO is willing to provide in-person coaching and rehearsals only if you and your student are willing to agree to accept any risk of contracting COVID-19 and to hold MYSO, and its officers, Board Members, agents (including, without limitation, those who own and/or operate rehearsal and concert venues), servants, employees, contractors, and their agents, successors, and assigns harmless for any transmission of COVID-19 related, in any way whatsoever, to MYSO coaching, rehearsals, and performances.

While MYSO takes the safety of its students and their families very seriously, and abides by safety and sanitation initiatives, MYSO cannot guarantee that any of these measures will completely protect your student, family, or household from COVID-19. In partial consideration for MYSO's provision of services, by signing below, you agree to accept all responsibility for the risk that your student and any member(s) of your family or household may contact COVID-19 at a MYSO in-person rehearsal or performance.

NOW THEREFORE, I agree that should my student, or any member of my family or household contract COVID-19, I agree to indemnify and hold MYSO, its officers, Board Members, agents, servants, employees, contractors, and their agents, successors, and assigns harmless from any and all claims for damages should any COVID-19 infection occur in any way related to in-person services, including, without limitation, coaching, rehearsals, or performances related, in any way, to MYSO.

I further agree that I will not file, nor cause to be filed, nor participate in any legal action against MYSO, its Board Members, agents, servants, employees, or any other person who may be in any way connected with coaching or rehearsal services or performances by MYSO, including, but not limited to MYSO's employees, agents, associates, or Board Members, for injuries and/or death as a result of my student or any member of my family or household contracting COVID-19.

I agree that if I take any steps to make a claim for damages against MYSO, its Board, agents, employees, or any other released parties arising out of my student's rehearsals, coaching, concerts, or other services related in any way to MYSO, I shall be obligated to pay all attorneys' fees and costs incurred by any and all parties as a result of such claim.

By signing this agreement, I acknowledge I freely and voluntarily chose to have my student participate, in person, at MYSO rehearsals, concerts, and other events.

In addition, I agree that if any dispute or claim relating in any way to the services provided by MYSO pursuant to the terms of this agreement will be resolved by binding, individual arbitration, rather than court. I agree that arbitration shall be governed by the Federal Arbitration Act (FAA), including its procedural provisions in all respects.

| Date | Parent/Guardian Printed Name | Parent/Guardian Signature |
|---|---|---|
| _____ | _____ | _____ |

_____ (MYSO Student Signature, if 18 or older)

MYSO Student Name _____

Relationship with MYSO Student _____