

## **MINOR PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this Agreement, you give up your right and the rights of the minor named in this document's to bring a court action to recover compensation or obtain any remedy for any personal injury, illness, or property damage however caused arising out of the named minor's participation in ArtsConnect programs and from accessing facilities owned by Springfield Township, now or at any time in the future.**

### **CORONAVIRUS/COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an **extremely contagious virus** that spreads easily through person-to-person contact and may spread through contact with surfaces and objects. **COVID-19 can lead to serious illness, personal injury, permanent disabilities, and death. Participating in ArtsConnect programs or accessing facilities utilized by ArtsConnect could increase the risk of contracting COVID-19. ArtsConnect in no way warrants that COVID-19 infection will not occur through participation in ArtsConnect programs or by accessing facilities owned by Springfield Township and utilized by ArtsConnect.**

### **ACKNOWLEDGMENT AND ACCEPTANCE OF RISK**

The undersigned, in my capacity as parent and/or legal guardian of \_\_\_\_\_ (“my child”), hereby acknowledges and agrees that participation in ArtsConnect programs comes with inherent risks, including but not limited to, property damage, physical injuries (including trips/falls, contact injuries, and athletic injuries) and illnesses (including exposure to and infection with Coronavirus, and other viruses or bacteria). I, on behalf of myself and my child, voluntarily assume said risks. I understand that I and my child will be solely responsible for any loss or damage, including personal injury, property damage, or death, which my child or his/her property may sustain while participating in the ArtsConnect Program my child is registered to attend in the facilities owned by Springfield Township.

### **CERTIFICATION OF MINOR CHILD'S HEALTH STATUS**

I certify that I am aware of the physical requirements and risks associated with participation in the ArtsConnect Programs my child is registered to attend, and that my child is in good health and has no conditions or impairments which would preclude him/her from participating safely in this program. I further certify that my child has not tested positive for COVID-19 and does not currently have any of the following symptoms of COVID-19: (1) a fever of 100.4° F or greater; (2) vomiting or diarrhea; (3) rash; (4) muscle and/or joint pain; and (5) headache and/or dizziness. I understand that if my child exhibits these symptoms, he/she may not participate in the program, and I must notify ArtsConnect **immediately**.

### **WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

Knowing the risks inherent in participation in the ArtsConnect Program my child is registered to attend, I willingly agree that my child may participate in the program. In so agreeing and in consideration of my child's participation in this program, I hereby RELEASE, on my behalf and on behalf of my child, my heirs, my child's heirs, our representatives, executors, administrators, and assigns, ArtsConnect, its officers, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns; and Springfield Township, its officials, employees, directors, agents, volunteers, insurers, contractors, representatives and assigns from any and all liability, losses, claims, demands, damages, suits or causes of action resulting from any injury or illness which my child might sustain to his/her person or property as a result of his/her participation in this ArtsConnect Program in the facilities

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owned by Springfield Township. This RELEASE is binding regardless of how the injury, illness, or damage occurred (*i.e.* reckless, negligent, or intentional act) and regardless of whether the participation is supervised or unsupervised.

Also in consideration of my child's participation in the ArtsConnect Programs for which he/she is registered, I INDEMNIFY and HOLD HARMLESS ArtsConnect, its officers, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns; and Springfield Township, its officials, directors, employees, agents, volunteers, insurers, contractors, representatives and assigns from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my child's participation in the ArtsConnect Program for which my child is registered.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this Agreement, and that I have legal capacity to act as the parent/guardian of the named minor, without limitation, including but not limited to a requirement to obtain the signature of another parent or guardian. I further understand that the terms of this Agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date