



## **PARTICIPANT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This Release is executed by the participant, or parent/guardian if participant is under the age of 18, and Performing Arts Academy.

I, the undersigned participant, or parent/guardian if the participant is under the age of 18, agree to participate in Programs or Events conducted by Performing Arts Academy between the dates of January 1st and December 31st, 2021 conducting outside or inside the St. Luke's United Methodist Church building located at 8817 S Broadway, Highlands Ranch, CO 80129 or any other designated location for Programs or Events.

I acknowledge the contagious nature of COVID-19 and other contagious diseases and viruses and voluntarily assume the risk that I and/or my children may be exposed to or infected by COVID-19 by attending and participating and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected by COVID-19 and other contagious diseases and viruses may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, contractors, volunteers, and program participants and their families.

It is my express intent that this Hold Harmless Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue Performing Arts Academy including but not limited to its Board of Directors, agents, employees, representatives and volunteers. It is my express intent that this Hold Harmless Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue any Program and Event locations including but not limited to St. Luke's United Methodist Church.

The undersigned parent/guardian will agree to defend, hold harmless, and indemnify PAA from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the contracting of COVID-19 and any related illnesses and costs or expenses related thereto.

### **RIGHTS OF THE ORGANIZATION**

Performing Arts Academy reserves the following rights and powers:

- a) The right to cancel without penalty or refund the offering and continuation of the Programs or Events.

b) The right to cancel without penalty or refund the Programs or Events or any aspect thereof after a building closure or outbreak, requiring that all participants return home if, in the Performing Arts Academy's sole discretion, it determines or believes that any person is or will be in danger if the Programs or Events or any aspect thereof is continued.

c) The undersigned acknowledges the right of the Performing Arts Academy to withdraw any part of the Programs or Events and to terminate, alter, delete, or modify the Programs or Events as deemed necessary by PAA without penalty or refund, including PAA's course instructors, program directors, or any other representative of Performing Arts Academy.

## **CONDUCT**

Performing Arts Academy has the authority to establish the rules necessary for the operation of the Programs or Events and has the sole discretion to decide that an individual should be separated from the Programs or Events because of a violation of such rules, for disruptive behavior, for conduct which could bring the Programs or Events and/or the Organization or its members into disrepute, or for conduct which violates any policy or procedure of the organization. The decision to separate the individual shall be final. I understand that if I am required to leave the Programs or Events, no refund will be made.

## **ACKNOWLEDGEMENTS**

In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, and understand that I sign this document as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

### **SIGNATURE OF PARENT OR GUARDIAN (REQUIRED IF STUDENT/PARTICIPANT IS UNDER THE AGE OF 18 AT THE TIME OF PARTICIPATION IN THE PROGRAMS OR EVENTS)**

\_\_\_\_\_  
(Participant Signature or Parent/Guardian Signature if Participant is under 18)

\*Parent/Guardian represent that he/she have authority to sign on behalf of the minor child\*

\_\_\_\_\_  
(Printed Name - Parent/Guardian)

\_\_\_\_\_  
(Printed Name - Participant)

\_\_\_\_\_  
(Date)