

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing, encourage the use of masks to any one over the age of 2 years old, and limited occupancy of certain gatherings at indoor facilities and outdoor events.

Smithville Christian Family Day & Nehemiah Festival are outdoor events held in “free to the public” access areas. Parties involved in the coordination and planning of this event will be implementing procedures and preventative measure to limit the spread of the virus; however said individuals, organizations and entities cannot guarantee that you or those in your family will not be exposed to or potentially contract COVID-19.

Waiver of Liability:

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I (or those under my guardianship) may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that there is a risk of becoming exposed to or infected by COVID-19 if attending these types of events.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) (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 Smithville Christian Family Day and/or Nehemiah Festival. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Grace Community Church, BNY Productions, the City of Smithville, MO, and the U.S. Army Corps of Engineers (Nehemiah Fest), others involved and unnamed; its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the aforementioned organizations and entities., its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Smithville Christian Family Day or Nehemiah Festival.

By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived

my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I acknowledge that COVID-19 may be transmitted by singing and sharing of microphones and understand that festival music events often require the sharing of such of equipment. While organizers are implementing efforts to sanitize this equipment between uses I understand that there is no guarantee that I will not be at risk of exposure to the COVID-19 virus and fully accept this risk. (*Artists may bring their own vocal microphone(s) if they so desire).

I agree that to the best of my ability that I and those in attendance under my guardianship will follow all safety guidelines laid out by event coordinators and will attempt to practice safe social distancing and clean hygiene at all times during their participation at Smithville Christian Family Day & Nehemiah Festival.

Artist Name

Signature

Printed Name

Phone Number

Email

Date