

# **Pikes Peak New Horizons Gold Band and Swingmasters Band WAIVER/RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**\*\*Signature Required at Registration and Consent to possible Rehearsal Day Temperature Checks\*\***

The Pikes Peak New Horizons Band organization cares for its members and strives to make the bands a safe and caring environment. With the uncertainty of the COVID virus/ variants, etc. and not knowing what will happen in the coming months we want to protect all our members and their families; knowing some of the adult band members are more susceptible or maybe caring for loved ones that are immune compromised the below procedures are encouraged to be followed to ensure the safety of all members, directors, and participants.

The 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. Communicable diseases include but are not limited to; MRSA, influenza, and COVID-19.

Symptoms of COVID-19 include:

- Fever or Chills • Fatigue • Dry Cough • Sore Throat • Difficulty Breathing • Loss of Smell

I agree to the following:

- I consent to possible on-site daily temperature checks and acknowledge that I will not be admitted into the band area if my temperature is above 100.0 Fahrenheit
- I understand the above COVID-19 related symptoms and affirm that neither I, nor any member of my household, currently have, or have experienced the symptoms listed above within the last 14 days relative to any particular rehearsal date
- I affirm that neither I, nor any household members, have been diagnosed with COVID-19 within the past 30 days
- I affirm that neither I, nor any household members, have knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days
- I affirm that neither I, nor any household members, have traveled outside of the country or to any city considered to be a “hot spot” for COVID-19 infections within the past 30 days
- I affirm that should I, or any household members, develop any of the symptoms above, become sick, be exposed to or diagnosed with a communicable disease that I will willingly stay away from any and all band activities for a minimum of 14 days or until all effected persons are well again
- I understand that the Pikes Peak Institute of Music (PPIOM) or any other affiliated organization listed below cannot be held liable for any exposure to a communicable disease or the COVID-19 virus caused by misinformation on this form or by individual members not following the above precautions
- If I take any steps to make a claim for damages against PPIOM, Callen Music LLC, independent contractors, band members, the facility where the bands meet, or any other released parties, I shall be obligated to pay all attorney’s fees and costs incurred as a result of such claim

Pikes Peak Institute of Music (PPIOM) has put in place preventative measures to reduce the spread of communicable diseases however; PPIOM cannot guarantee the band members will not become infected with a communicable disease or be exposed to someone who has had a communicable disease. Being

# **Pikes Peak New Horizons Gold Band and Swingmasters Band WAIVER/RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

present at the PPIOM band meetings could increase the band members' risk of contracting a communicable disease.

Additionally, these preventative measures may change as the Colorado State Government and health directives evolve and as conditions necessitate. The PPIOM, Callen Music LLC, Independent Contractors, and Band Members will follow all of these measures as required by law or mandate. The below signed band member acknowledges the inherent risks associated with meeting in a group and it is the band members decision alone whether or not to participate in activities with PPIOM.

The below signed band member hereby expressly and specifically assumes the risk of possible infection and does hereby release, forever discharge, and hold harmless the organizations of; PPIOM, Callen Music LLC, any of its independent contractors, the facility where the bands meet, or any band member. Any and all liability, claims, and demands of whatever kind of nature either in law or in equity, which arise or may hereafter arise from the band members participation in activities at or otherwise related in any way to PPIOM band participation shall be waived.

PPIOM, Callen Music LLC, and its independent contractors agree to abide by these standards and affirm the same.

This agreement, Waiver/Release of Liability and Assumption of Risk, is in effect from July 13, 2021 through May 15, 2022.

**I HAVE FULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM. UNDERSTAND ITS TERMS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER FROM LIABILITY, INDEMNIFICATION.**

**BY SIGNING BELOW, I (AS THE PARTICIPANT) HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE IN CONNECTION WITH MY ENTRANCE TO THE BAND.**

Printed Name of Participant: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_