

# 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 spreads mainly from person-to-person contact via droplets. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have placed regulations on the congregation of large groups of people.

Lessons by Brooke & Company ("LBB&C") has put in place preventative measures to reduce the spread of COVID-19 during music lessons; however, LBB&C cannot guarantee that instructors and participants will not become infected with COVID-19. Further, participating in in-person lessons may increase your risk and the risk of contracting and spreading COVID-19.

LBB&C is scheduling in person lessons ("Lessons"). The undersigned individuals ("Instructor/Student/Parent") wish to attend Lessons and participate in the planned activities. As a condition of being able to attend Lessons, the Instructor/Student/Parent acknowledges the warnings below, agrees to comply with the requirements set forth below, and provides a release of liability as set forth below.

Instructor/Student/Parent acknowledges that Instructor/Student/Parent was given the choice of virtual or in-person music lessons and Instructor/Student/Parent has chosen in-person lessons provided by LBB&C.

Instructor/Student/Parent understands that Instructor/Student/Parent has the choice to switch to virtual lessons at any time by contacting the studio manager and giving at least 24 hours notice of the change.

Instructor/Student/Parent acknowledges that by choosing in-person lessons, Instructor/Student/Parent is accepting all liability and assumed risk of exposure to COVID-19.

- 1. Adherence to Masking and Social Distancing Practices.** As a condition of attending Lessons, the Instructor/Student/Parent agrees to comply with the most up to date masking and social distancing requirements provided by the CDC. Instructor/Student/Parent further agrees to follow the instructions of their instructor and LBB&C regarding interaction with others and safe masking and distancing practices.
- 2. Prohibitions on Attendance.** Instructor/Student/Parent acknowledges and agrees that Lessons will take place virtually if any involved party has or has had in the past fourteen (14) days any of the potential symptoms of COVID-19 or exposure to a person with COVID-19. Instructor/Student/Parent agrees that Lessons will also take place virtually if any involved party has traveled in the past fourteen (14) days, in accordance with current CDC guidelines regarding quarantining post-travel. LBB&C scheduling policies & procedures will continue to be followed as written in our Family Handbook that all parties have signed.
- 3. Advisory.** All Instructors/Students/Parents participating in Lessons are advised that if they are age 65 or over or have any health risks such as asthma, heart problems, chronic lung or kidney disease, diabetes, comprised immune system, liver disease, or severe obesity, they are at a greater risk of serious illness or death if they contract COVID-19. Any individual with any of these ailments or conditions is advised to continue with virtual lessons at this time.
- 4. Assumption of Risk.** Regardless of adherence to health department requirements and recommendations as well as social distancing practices, there is a risk of COVID-19 exposure whenever Lessons take place in person. By participating in Lessons, the Instructor/Student/Parent acknowledges and agrees that the Instructor/Student/Parent is assuming all risk of COVID-19 exposures and illness.
- 5. Release of Liability.** The Instructor/Student/Parent hereby agrees to release and hold harmless LBB&C, its officers, directors, contractors, and agents from any and all illnesses, injuries, sickness, death, or other losses arising in any way from the Instructors/Students/Parents attendance at and participation in Lessons, including, but not limited to, exposure to COVID-19.

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Signature of Participant (if over 18 years old) or Parent/Guardian

Date

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Print Name of Parent/Guardian (if applicable)

Print Name of Participant