

# Heritage Arts Center Association, Inc.

## 2021 Spotlight on Talent Liability Release Waiver

Heritage Arts Center Association, Inc. (“HACA”) is hosting its annual event, *Spotlight on Talent*, on Saturday, March 6, 2021. In light of the fact that the World Health Organization has declared the novel Coronavirus (COVID-19) a world-wide pandemic and due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions with which Heritage Arts Center Association, Inc. (“HACA”) hereafter referred to as HACA or The Organization) has agreed to comply.

In consideration of my participation in the foregoing, the undersigned acknowledges and agrees to the following:

- I am aware of the existence of the risk of my physical appearance and that of my participating child at the venue and my/our participation in the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA or COVID-19 that may lead to paralysis or death.
- I have not, nor has any member of my household, experienced symptoms of fever, fatigue, difficulty in breathing or dry cough and have not exhibited any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- I have not, nor have any member(s) of my household, traveled internationally, by sea or by air, within the past 30 days.
- I have not, nor have any member(s) of my household, been diagnosed with COVID-19 virus within the last 30 days.

Following the pronouncements above, I hereby declare the following:

- I am fully and personally responsible for my own safety and actions and those of my participating child while and during our participation in this event, and I recognize that I may in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board of directors, collectively and individually, officers, independent contractors, affiliates, employees, volunteers, representatives, successors, and assigns and the First United Methodist Church of Dade City, Florida, the venue selected by The Organization for its activity, from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released parties due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent for myself and for my participating child, (name) \_\_\_\_\_, if applicable; that I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of child if 18 or older \_\_\_\_\_