

**SPECIAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND PARENTAL CONSENT AGREEMENT FOR 2022 CARNEGIE ARTS CENTER WINTER ART CAMP**

The coronavirus SARS-CoV-2 and the disease it causes, COVID-19, are extremely contagious and presents a risk of severe illness and death. Carnegie has provided hand sanitizer, will instruct students to wash their hands, sanitize all surfaces prior to and after class. These measures cannot guarantee that you or your child will not become infected with the virus. Attending a Winter Camp Program could increase your risk and your child's risk of infection and the infection of others with whom you interact.

Each child registered for a 2022 Winter Art Camp must have a parent or legal guardian fill out, sign, and return this Special Release and Waiver of Liability ("Release and Waiver") before the first day of camp. For the purposes of this Release and Waiver, the term "Carnegie" shall mean the Carnegie Arts Center Inc. itself, its successors, instructors, assistants, current and former officers, employees, volunteers, servants, agents, attorneys, insurance carriers, and self-insurance pools.

My name is \_\_\_\_\_ . I am the parent or legal guardian of \_\_\_\_\_ , a minor child who is registered to participate in a 2022 Winter Art Camp Program administered by the Carnegie Arts Center Inc. I have the authority to execute this Release and Waiver for myself, my child, and for my household.

**I. Risk of COVID-19 Exposure. (please place signature on the line to left of each statement as a symbol of agreement to each condition listed below)**

\_\_\_\_\_ I acknowledge that I understand the risks of exposure to contagious diseases, including the novel coronavirus known as SARS-CoV-2 ("coronavirus"), and that attendance at the Winter Art Camp Program presents a risk of exposure to contagious diseases, including the coronavirus.

\_\_\_\_\_ I understand that my child's participation in the Carnegie Winter Art Camp Program is fully voluntary, that the Carnegie does not warrant or represent the safety of me or my child by its hosting of the Winter Art Camp Program or by using safety protocols, and that I am not relying on the Carnegie's use of protocols to ensure safety of myself or my child.

\_\_\_\_\_ **I, FOR MYSELF AND MY CHILD, ASSUME ALL RISK FROM SUCH EXPOSURE OR INFECTION, INCLUDING PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, MEDICAL COSTS, AND DEATH.**

**II. Release and Waiver.**

\_\_\_\_\_ I accept sole responsibility for any injury to my child or myself or any member of my household (including, but not limited to, personal injury, illness, disability, and death), damage, loss, claim, liability, or expense, of any kind arising from infection or exposure to any contagious disease, including the coronavirus, that I or my child or any member of my household may experience or incur arising out of or related to with my child's attendance at the Carnegie Winter Art Camp ("Claims").

\_\_\_\_\_ **ON MY OWN BEHALF, AND ON BEHALF OF MY CHILD, I HEREBY FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE CARNEGIE ARTS CENTER INC. (INCLUDING ITS SUCCESSORS, INSTRUCTORS, ASSISTANTS CURRENT AND FORMER OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AGENTS, ATTORNEYS, INSURANCE CARRIERS, AND SELF-INSURANCE POOLS) FROM ANY CLAIMS, AND WAIVE ANY AND ALL RIGHTS TO ASSERT SUCH CLAIMS, INCLUDING ANY AND ALL LIABILITIES, ACTIONS, DAMAGES, COSTS, OR EXPENSES OF ANY KIND OF EVERY NATURE ARISING OUT OF OR RELATING THERETO.**

\_\_\_\_\_ I agree that presentation of this Release and Waiver constitutes a complete and affirmative defense to any action asserting any Claims and that any such action shall be dismissed with prejudice upon presentation of this Release and Waiver.

**III. Program Guidelines.**

\_\_\_\_\_ I will immediately notify Program staff of any symptoms of the coronavirus or if a coronavirus infection is confirmed or presumed in my child, myself, or a household member and keep my child at home.

\_\_\_\_\_ I agree that I am responsible for taking the temperature of my child before each class session every week and will notify Carnegie Arts Center if my child has a temp of 102 or higher and will keep my child at home.

\_\_\_\_\_ I agree that I will keep my child home if they exhibit any signs of Illness such as but not limited to: (Fever or chills, Cough, Shortness of breath or difficulty breathing, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea.)

\_\_\_\_\_ I agree that my child will provide their own mask, and wear that mask for the full duration of their time within the Carnegie Arts Center building. I understand this is done in consideration of the safety of peers and instructors. I understand that if my child does not follow the mask guideline, their parent or guardian will be contacted.

\_\_\_\_\_ I agree that the Guidelines are subject to change at any time without notice, and that I am under a continuing obligation to ensure that myself and my child act in compliance with the most current Guidelines.

\_\_\_\_\_ I agree that if I or my child are not in compliance with the Guidelines agreed to in this waiver, that Carnegie Arts Center Inc. has the right to ask that my student discontinue their attendance of the program without refund.

**I HAVE CAREFULLY READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL OF ITS TERMS, UNDERSTAND THAT MY CHILD AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
(Printed) First and Last Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date