



Welcome back to Munroe! We have been hard at work to take on an abundance of new safety measures, and are looking forward to safely welcoming students and staff back this fall. As we are operating in new and unusual times, we are asking everyone to sign this waiver in acknowledgement of the pandemic and associated risks of being in public places.

Participant Name: _____ **Date of Birth:** _____

E-mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Telephone: _____ Secondary Phone: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, PLEASE FILL OUT THE FOLLOWING:

Parent/Guardian's Name: _____

Telephone # (if different): _____ Email (if different): _____

HOLD HARMLESS RELEASE FORM

In consideration of being allowed to enter into and use the Munroe Center for the Arts ("Munroe") facilities/building, and to participate in any of the Munroe programs, related events, camps, schools, studios and grounds, the undersigned acknowledges, appreciates and agrees that:

1. I recognize and accept that because the Munroe facility is open for use by many other individuals, I am at a higher risk of exposure to and/or contracting COVID-19 or other diseases such as influenza or Legionnaires Disease; and,
2. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for all such risks; and,
3. I agree that this document shall be construed in accordance with the laws of the Commonwealth of Massachusetts, and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the remaining terms shall continue in full force and legal effect; and,
4. I agree to indemnify, save, release, covenant not to sue, discharge, and hold harmless Munroe, its members, employees, volunteers, agents, and representatives from any and all liability, claims, demands, actions, suits, loss, and causes of action it may incur, including court costs and attorneys' fees, arising out of or related to any loss, damage, or injury, including, but not limited to, illness, injury and/or disease that in any way may be related to or arising out of COVID-19 or any other injury or illness that may be sustained by myself and/or the Participant in connection with attendance at the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory even if arising from the negligence of Munroe, its members, employees, volunteers, agents, and representatives; and,
5. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest staff member immediately; and,
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Munroe/Lexington Friends of the Arts, Inc. and any or all affiliated or subsidiary entities, their board members, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property; and,
7. In the event that a claim is brought by Participant or Releasee against the other, the defendant shall be able to recover reasonable attorneys' fees if incurred in successfully defending against such claim.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I also, Understand that Munroe regularly takes pictures/videos during programs that are used for promotional purposes and give permission to Munroe to use these pictures/videos without compensation.

PARTICIPANT (over 18): _____ DATE: _____

FOR PARTICIPANTS OF MINORITY AGE (under 18):

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in any activity or use of the facilities/building/property as provided above.

Parent/Guardian Signature

Date Signed