

WAIVER AND RELEASE FROM LIABILITY FOR PARTICIPATION IN AMARILLO LITTLE THEATRE ACADEMY'S 2020-21 CLASSES AND PRODUCTION SEASON.

This waiver and release is entered into by _____ (hereinafter "Participant"),
_____ (hereinafter "Guardian") and Amarillo Little Theatre (hereinafter "ALT").

The novel coronavirus/COVID-19 is a highly contagious virus that is primarily believed to be spread through person-to-person contact (thought to be within about 6 feet), as well as via respiratory droplets produced when an infected person coughs or sneezes. However, research is ongoing and we likely do not yet have a full understanding of how the virus spreads. The Center for Disease Control, as well as state guidelines, recommend social distancing (staying at least 6 feet away from others), wearing a mask covering the nose and face in public, as well as refraining from being around large groups of people.

ALT is following CDC guidelines and recommendations regarding social distancing and mask usage as well as State of Texas capacity guidelines at the time of the events.

In addition, ALT will be taking following extra precautions to help ensure the safety of all participants. Those precautions include, but are not limited to, the following:

1. Providing and requiring the regular use of hand sanitizer.
2. Asking guardians of participants to monitor Participant's health before arriving to ALT, including monitoring of temperature and COVID-19 symptoms such as coughing, shortness of breath, sore throat. A participant exhibiting symptoms must be kept home.
3. If a participant is ill for their class or for their scheduled rehearsal/performance time, they will not be allowed to participate/perform.
4. Instructors may take temperature readings with a no-touch thermometer before admitting any students into the classroom/performance space.
5. Participants will not be permitted to enter ALT without a mask. Masks must always be worn properly (i.e. covering the mouth and nose). In the event that the staff and/or instructor feels it is impractical for a student to wear a face covering (e.g. during dance activity or specific scene work), it may be removed as long as correct social distancing precautions are taken. *PARTICIPANTS MUST PROVIDE THEIR OWN MASK. ALT WILL NOT HAVE MASKS AVAILABLE FOR USE.
6. Participants will be guided when entering and leaving the building to minimize contact with others.

Despite taking these additional measures, ALT cannot guarantee that the participant will not become infected with the novel coronavirus/COVID-19. Additionally, participating in this activity could increase participants risk of becoming infected.

ASSUMPTION OF THE RISK

By signing the agreement below, I acknowledge the following:

I understand that participation in ALT Academy classes and rehearsals, and activities related to, is completely voluntary and at my/my child's own risk. _____ (initials)

I acknowledge the contagious nature of the novel coronavirus/COVID-19 and voluntarily assume the risk that my child(ren) and I and my family may be exposed to or infected by the novel coronavirus/COVID-19 by participating in the ALT Academy classes and rehearsals and all related activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand and assume the risk of becoming exposed to or infected by the novel coronavirus/COVID-19 at ALT as a result from the actions, omissions, or negligence of myself and others, including, but not limited to, ALT employees, volunteers, and program participants and their families. _____(initials)

I understand the risk of contracting the novel coronavirus/COVID-19 cannot be completely eliminated through any actions of ALT and its employees and agents, and I assume this risk in order to participate in all related activities, of the ALT Academy classes and rehearsals. _____(initials)

ON BEHALF OF MYSELF AND THE CHILD(REN), I HEREBY FOREVER, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, WAIVE, RELINQUISH, DISCHARGE FROM LIABILITY, AND COVENANT NOT TO SUE ALT FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, ACTIONS, SUITS, CAUSES OF ACTION, OBLIGATIONS, DEBTS, COSTS, LOSSES, CHARGES, EXPENSES, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, AND LIABILITIES, OF WHATEVER KIND OR NATURE, IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN, RELATED TO OR ARISING, DIRECTLY OR INDIRECTLY, FROM MY OR THE CHILD(REN)'S PARTICIPATION IN AMARILLO LITTLE THEATRE ACADEMY'S 2020-21 CLASSES AND PRODUCTION SEASON AND REHEARSALS AND ACTIVIES RELATED TO SAID SEASON, THE CONDITION, MAINTENANCE, INSPECTION, SUPERVISION, CONTROL OF ALT, THE FAILURE TO WARN OF DANGEROUS CONDITIONS IN CONNECTION WITH ALT, AND/OR THE ACTS OR OMISSIONS OF ALT INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR NEGLIGENCE, FAILURE TO WARN OR OTHER OMISSION, PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL INJURY, ANY ILLNESS – INCLUDING BUT NOT LIMITED TO KNOWN OR UNKNOWN INFECTIOUS AND/OR CONTAGIOUS DISEASES, KNOWN OR UNKNOWN EPIDEMICS AND/OR PANDEMICS, KNOWN OR UNKNOWN INTENTIONAL AND/OR NEGLIGENT FAILURE TO QUARANTINE WITHOUT REGARD TO DECLARATIONS MADE OR NOT MADE BY FEDERAL AND/OR LOCAL AUTHORITIES, BODILY HARM, OR DEATH, INCLUDING ANY SUCH LOSSES, CLAIMS, OR INJURIES CAUSED OR RESULTING FROM THE SOLE NEGLIGENCE OF ALT.)

ON BEHALF OF MYSELF AND THE CHILD(REN), I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALT FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITY, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES, ARISING OUT OF MY OR THE CHILD(REN)'S VOLUNTARY PARTICIPATION IN THE AMARILLO LITTLE THEATRE ACADEMY'S 2020-21 CLASSES AND PRODUCTION SEASON AND REHEARSALS AND ACTIVIES RELATED TO SAID SEASON, INCLUDING, BUT NOT LIMITED TO ANY LOSSESS OR CLAIMS CAUSED OR RESULTING FROM THE SOLE NEGLIGENCE OF ALT. INDEMNIFICATION HEREIN INCLUDES ANY AND ALL ATTORNEYS' FEES, COSTS, DAMAGES, AND/OR JUDGMENTS ALT INCURS _____(initials)

I expressly agree that the foregoing release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. _____(initials)

I have read this document carefully and choose _____ to obtain legal advice

_____ not to obtain legal advice

Date_____

Guardian's printed name

Participant's printed name

Guardian's signature

Participant's signature