

**FARLEY'S HOUSE OF PIANOS
COMMUNICABLE DISEASE RELEASE OF LIABILITY &
ASSUMPTION OF RISK AGREEMENT**

In consideration of being allowed to participate in youth music activities sponsored by Farley's House of Pianos, LLC ("Farley's"), including in-person rehearsals, lessons, performances, and other related in-person activities, which shall be offered to participant at Farley's sole discretion ("Activities"), I, the undersigned, acknowledge, appreciate, and agree that:

I understand that this Waiver is an important legal document, and that I have a right to ask questions regarding this Waiver, bargain/negotiate the terms of this Waiver, and review this Waiver with an attorney. I confirm that I have carefully read this Waiver, that the terms of this Waiver are acceptable to the Participant and me, if I am signing on behalf of the Participant, and that I am knowingly and voluntarily waiving any right that I or the Participant may have to bargain for different terms by signing this Waiver. I understand that if any portion of this Waiver is held to be invalid, the balance shall continue to be in full force and effect.

I am aware there are risks to me of exposure directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus **severe acute respiratory syndrome coronavirus 2 (SARS-CoV- 2)**, which is responsible for **Coronavirus Disease (COVID-19)** and/or any mutation or variation thereof. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Farley's has put in place certain preventative measures to reduce the spread of COVID-19, which can be reviewed at <https://www.farleypianos.com/lessons/chamber-music-program> and are available at Farley's store. I understand Farley's and its staff cannot guarantee that any employees, volunteers, other participants, sponsors, advertisers, or others in attendance will not become infected with COVID-19.

I agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath), and that I will promptly contact Farley's staff if I experience symptoms of COVID-19 either prior to or within 14 days after participating in an Activities sponsored by Farley's.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FARLEY'S HOUSE OF PIANOS, LLC, its owners, members, officers, agents, employees, other participants, volunteers, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct any Activities (RELEASEES), from any and all claims, demands, losses, and liability except for those for harm caused intentionally or recklessly, arising out of or related to any ILLNESS, INJURY, DISABILITY OR DEATH I may suffer related to participation in the Activities, caused in whole or in part by any communicable disease, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

Participant Signature: _____ Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Participant Name(s): _____ Date: _____

Parent/Guardian Signature: _____ Date: _____