



Sheridan Arts Foundation and Sheridan Opera House COVID-19 Acknowledgement and Waiver

This COVID-19 Acknowledgement and Waiver (this “**Waiver**”) is being provided by the Sheridan Arts Foundation (the “**Organization**”) to the undersigned attendee (the “**Attendee**”) arising out of the Attendee’s participation in any event held in the Sheridan Opera House, including, but not limited to, any Sheridan Arts Foundation program, concert, rental to another party, or Young People’s Theater performance (collectively, the “**Event**”). Attendee hereby agrees as follows:

1. **Acknowledgement and Assumption of Risks.** The Attendee signing this waiver acknowledges that they are aware of the national emergency caused by the COVID-19 pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19, including sickness, hospitalization, and/or death (the “**Risks**”). While the Organization is complying with all required safety protocols and procedures mandated by the San Miguel County Department of Health and the Center for Disease Control, by attending the Event, Attendee may be exposed to unavoidable health risks because of the highly contagious nature of COVID-19. Attendee may come into contact with, or proximity to, persons or things exposed to COVID-19. In acknowledging the Risks, Attendee agrees to comply with all Event guidelines and to not risk compromising the safety of other Event attendees and organization staff, contractors, volunteers, and partners. By signing below, the Attendee acknowledges and assumes all Risks posed to the Attendee that result from Attendee’s participation in the Event including, but not limited to, the Risks arising during any Sheridan Arts Foundation programming or Sheridan Arts Foundation’s rental of the Sheridan Opera House to another party.
2. **Release and Indemnity Agreement.** By signing below, the Attendee agrees on behalf Attendee and their family, heirs, successors, assigns, survivors, executors, or any one else claiming any interest through them, to hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ORGANIZATION, its employees, staff, officers, directors, consultants/contractors, volunteers, assigns, and agents (the “**Protected Parties**”), from and against any and all actions, lawsuits, claims, damages, liability, and loss (including attorneys’ fees and costs) of any kind, whatsoever, that the Attendee and their family, heirs, successors, assigns, survivors, executors or anyone else claiming any interest through them may have for any illness, loss, or death caused by COVID-19 to themselves or any other person or property arising out of or related to attendance at the Event, whether such illness, loss, or death results from negligence or other fault of any of the Organization, the Protected Parties, or from any other cause

3. **Agreement Not to Sue.** By signing below, the Attendee agrees on behalf of Attendee, and their family, heirs, successors, assigns, survivors, executors or anyone else claiming any interest through them that THE ATTENDEE WILL NOT INITIATE OR ASSIST TO BRING ANY LEGAL ACTION WHATSOEVER AGAINST THE ORGANIZATION, or the Protected Parties as a result of any illness, loss, or death caused by COVID-19 experienced by Attendee or their family or friends that arise out of Attendee's attendance of the Event. If the Attendee initiates, or anyone on their behalf initiates any lawsuit, cause of action, or claim for damages against the Organization and/or the Protected Parties, the Attendee agrees that Organization and Protected Parties automatically shall be entitled to recover from any such suing party all attorneys' fees and costs incurred in the defense of such lawsuit, cause of action, or claim for damages and any actions arising there from.

Each signature below is made freely and voluntarily, recognizing that the Organization is relying on these representations in allowing the Attendee to participate in the Event.

Attendee's Signature

Date

Attendee's Printed Name

Attendee's Phone Number

Attendee's Email

Attendee's Address