



**OPERATED BY SMITHTOWN  
PERFORMING ARTS COUNCIL, INC.  
A Not-For-Profit Organization**

**COVID-19 WIAVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions while visiting, attending and during my patronage at the Smithtown Center for the Performing Arts. I agree to comply with all of the Smithtown Center for the Performing Arts guidelines, policies, and rules which includes but are not limited to the signage posted with instructions. Because the Center is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.
2. With full awareness and appreciation of the risks involved, I for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge and covenant not to sue the Smithtown Center for the Performing Arts, and or the Smithtown Performing Arts Council, Inc., its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third party suing Smithtown Center for the Performing Arts, or otherwise, while attending, participating in any activity whole in, on, or around the Smithtown Center for the Performing Arts and/or while using any Smithtown Center for the Performing Arts facility, tools, equipment, or materials.
3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use or patronage of the facility, use of facility, tools, equipment or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it, and sign it voluntarily as my own free act and will, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in the attendance at, patronage

and/or use of the Smithtown Center for the Performing Arts, to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; I am at least 18 years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by same. I agree that this Waiver of Liability shall be governed by and construed in accordance with New York State Laws, and that if any provision hereof is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability, as a Whole.

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Signature and Printed Name

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Date



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## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**Smithtown Center for the Performing Arts, and the Smithtown Performing Arts Council, Inc., (The Center)** has put in place preventative measures to reduce the spread of COVID-19; however, the Center **cannot** guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Center could increase your risk and your child(ren)'s risk of contracting COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Smithtown Center for the Performing Arts, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Smithtown Center for the Performing Arts, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, theater employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Smithtown Center for the Performing Arts, or participation in our "summer musical theatre intensive" program, performance or educational programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the **Smithtown Center for the Performing Arts, and the Smithtown Performing Arts Council, Inc.,** its

employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the **Smithtown Center for the Performing Arts, and the Smithtown Performing Arts Council, Inc.**, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attendance at, or participation in our “summer musical theatre intensive” program, performance or educational programs.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Name of child or children participating