

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

While participating in the Minutemen Senior Prom 2021 (MSP2021) “social distancing” must be practiced and face coverings are encouraged to be worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, MSP2021 has put in place preventative measures to reduce the spread of COVID-19. However, MSP2021 cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the MSP2021 event. By attending the MSP2021 event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact MSP2021 organizers at cocoabeachprojgrad@gmail.com if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with MSP2021.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with MSP2021 and I willingly engage in the MSP2021 event.

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST ALL INDIVIDUALS INVOLVED IN PUTTING ON THE MINUTEMEN SENIOR PROM 2021 EVENT INCLUDING AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE MSP2021.

ASSUMPTION OF THE RISK

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the MSP2021, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE.

I acknowledge the health risks associated with the MSP2021, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the MSP2021, I will discontinue my participation immediately and seek appropriate medical attention.

I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE MSP2021.

As an attendee, you recognize that your participation, involvement and/or attendance at the Minutemen Senior Prom 2021 event is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the MSP2021, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the MSP2021, and You agree that: (a) the INDIVIDUALS INVOLVED IN PUTTING ON THE MINUTEMEN SENIOR PROM 2021 EVENT (b) the property or site owner of the Radisson Convention Center Cape Canaveral, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the MSP2021, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE MINUTEMEN SENIOR PROM 2021, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Senior name (print) _____ Date signed _____

Senior Signature _____

Parent name (print) _____ Date signed _____

Parent Signature _____ Contact ph _____

Guest Name (if applicable) _____ Date signed _____

Guest Signature _____

Professional photographs will be taken at the event.

Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Parent(s) permission to make copies of the images under the following conditions. The images taken by the Photographer(s) are for personal use by the Parent(s) and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

Parent, please check the box and initial if you consent to allow your child's picture to be taken. _____