

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The undersigned Participant (if 18 years of age or older), or parent and/or legal guardian of the Participant (if under 18 years of age), desires that the Participant be permitted to participate in the **Georgia Children's Chorus** and in consideration for such participation, the undersigned hereby acknowledges and agrees as follows:

1. **DEFINITIONS.** The following definitions shall apply throughout this Release:

(a) **"Interested Third Party"** includes any natural or legal person asserting Any Claim and includes, without limitation, Releasor and, as applicable, Releasor's conservator, executor, trustee, trust, representative, spouse, children, assigns, heirs, next of kin, and employer(s) and any other third party. **"Any Claim"** includes, without limitation, any demand by any Interested Third Party for legal or equitable relief which is based on Releasor's injuries or Releasor's death and/or damage to Releasor's property as a result of, arising out of or relating to any Event, irrespective of the place in or form by which Any Claim is made (e.g. demand letter, summons, complaint, petition or commencement of any mediation, arbitration, judicial or administrative proceeding). **"Event"** includes, without limitation, all activities involving The Georgia Children's Chorus Inc. in which _____ (the **"Participant"**) directly or indirectly participates, including, without limitation, auditions, lessons, rehearsals, concerts, performances, social events, recreational activities, transportation and any other activities involving singing, each whether occurring indoors, outdoors, online or elsewhere.

(b) **"Releasor"** means the Participant. **"Releasee"** includes any natural or legal person who is either generally or specifically identified in this Release or for whose benefit this Release is intended. Releasee includes, without limitation, **The Georgia Children's Chorus Inc.**, a Georgia nonprofit corporation, its affiliates and their respective officers, directors, employees, representatives, agents, and shareholders or members.

2. **RELEASE.** I understand that, by signing this Release, no Interested Third Party will be able to sue or assert Any Claim against any Releasee if I am injured or killed as a result of, arising out of or relating to any Event. I SPECIFICALLY UNDERSTAND this Release means that if I am injured or killed, neither I nor any person attempting to assert Any Claim based on my injury or death will be entitled to any compensation or other remedy from any Releasee.

I HEREBY AGREE NOT TO SUE ANY RELEASEE AND, FURTHER, AGREE TO RELEASE, TO WAIVE AND TO DISCHARGE ALL RELEASEES FROM ANY LIABILITY ARISING FROM ANY CLAIM BY ME AND/OR ANY INTERESTED THIRD PARTY ON ACCOUNT OF MY INJURY AND/OR DEATH AND/OR INJURY TO MY PROPERTY AS A RESULT OF, ARISING OUT OF OR RELATING TO ANY EVENT, EXCEPTING ONLY ANY RELEASEE'S GROSS NEGLIGENCE OR INTENTIONAL ACTS.

I UNDERSTAND AND AGREE this Release includes all possible claims of every nature and kind whatsoever, whether known or unknown. This Release shall remain enforceable even if I later discover facts of which I was unaware when I signed this Release.

3. **ASSUMPTION OF RISK.** I agree that my attendance at or participation in any Event is strictly voluntary. **I AM AWARE OF THE RISKS AND HAZARDS INHERENT IN ENTERING THE PREMISES, FACILITIES AND ONLINE FORUMS AT AND/OR THROUGH WHICH ANY EVENT IS HELD. I ELECT VOLUNTARILY TO ENTER SUCH PREMISES, FACILITIES AND ONLINE FORUMS KNOWING THE PRESENT CONDITION OF SUCH PREMISES, FACILITIES AND ONLINE FORUMS AND THAT SUCH CONDITION MAY BECOME MORE HAZARDOUS DURING THE TIME THAT I AM ON SUCH PREMISES, FACILITIES AND ONLINE FORUMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I AM SPECIFICALLY AWARE THAT THE COVID-19 PANDEMIC IS ONGOING AND FULLY ACKNOWLEDGE AND AGREE THAT ENTERING THE PREMISES OR FACILITIES AT WHICH ANY EVENT IS HELD CARRIES A RISK OF EXPOSURE TO COVID-19; AND FURTHER, I ACKNOWLEDGE AND AGREE THAT SINGING AND GATHERING IN GROUPS CAN INCREASE THE RISK OF EXPOSURE TO COVID-19. I VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME AS A RESULT OF, ARISING OUT OF OR RELATING TO ENTERING THE PREMISES OR FACILITIES OR ONLINE FORUMS OF ANY EVENT.**

I SPECIFICALLY UNDERSTAND this means all Interested Third Parties, including all persons otherwise entitled to assert Any Claim on my behalf may not be financially or otherwise compensated by any Releasee if I am injured or killed.

4. **INDEMNIFICATION: TO THE EXTENT PERMITTED BY LAW, RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from Any Claim against any Releasee, except to the extent caused by Releasee's gross negligence or intentional acts. This indemnification provision shall be binding upon and enforceable against Releasor and any Interested Third Party.

5. **RIGHT OF OFFSET AGAINST ANY CLAIM: I UNDERSTAND AND AGREE** Any Claim asserted by any Interested Third Party, at the option of The Georgia Children's Chorus Inc., and for the benefit of such Releasees as The Georgia Children's Chorus Inc. shall designate in its absolute discretion, shall be reduced to the extent any payment is made to or any benefit is provided by any insurance company or other third party for the benefit of any such Interested Third Party. Upon exercise by The Georgia Children's Chorus Inc. of its option, Releasor agrees to and shall be deemed to have waived the so-called "Collateral Source Rule", to the extent permitted by law.

6. **INTERPRETATION: I UNDERSTAND AND AGREE** no adverse construction or interpretation of this Release shall be made under Georgia law or otherwise simply because a party drafted or participated in the drafting of this Release. Unenforceable provisions (if any) of this Release shall not void or affect the enforceability of the remainder of this Release.

7. **VENUE: I UNDERSTAND AND AGREE** Any Claim must be decided under Georgia law and jurisdiction shall be conclusively deemed to lie in and Any Claim may be asserted only in Athens-Clarke County, Georgia. **I UNDERSTAND** this provision may substantially increase costs and/or difficulty of pursuing Any Claim.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BEFORE I SIGNED IT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND I HAVE RELINQUISHED SUBSTANTIAL RIGHTS BY SIGNING IT. I UNDERSTAND IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

If Participant is 18 years of age or older:

PARTICIPANT:

Signature: _____

Print Name of Participant:

Date: _____

If Participant is under 18 years of age, this Release must be signed by a parent and/or legal guardian of the Participant as set forth below:

PARTICIPANT:

Signature: _____

Print Name of Parent and/or Legal Guardian of Participant:

Print Name of Participant:

Date: _____