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## Assumption of Risk, Release Waiver of Liability, Indemnification Agreement and Covenant Not to Sue

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### WAIVER / RELEASE FOR COMMUNICABLE DISEASES INCLUDING 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. Dutch Apple / Broadway Bound Summer Camp Session has put into place preventative measures to reduce the spread of COVID-19; however, Dutch Apple / Broadway Bound cannot guarantee that you or your child(ren) will not become infected with COVID-19 while at the Dutch Apple Dinner Theatre / Broadway Bound Summer Camp.

In consideration of being allowed to participate in activities (“Activities”) associated with Dutch Apple Dinner Theatre’s Broadway Bound Sessions (collectively referred to herein as “Broadway Bound”), located at 510 Centerville Road in Lancaster County, Hempfield Township. I, the undersigned, acknowledge and agree that:

\_\_\_\_\_ Initials: Participation includes possible exposure to an illness from infectious diseases including but not limited to MRSA, influenza and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and I, knowingly and freely assume all such risks, both known and unknown, Even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation; and I, willingly agree to comply with the stated and customary terms and conditions for the participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from the participation.

\_\_\_\_\_ Initials: I release, waive and discharge any and all claims that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against Dutch Apple / Broadway Bound, and its officers, directors, employees contractors, subcontractors, sponsors, suppliers, national organizations, or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors and advertisers of the Activities at Broadway Bound; and if applicable, owners and lessors of the premises used by Broadway Bound (collectively the “Releasees”) for any liability, expenses, loss of damage to person or property, injury, death or disability suffered from or in connection with ANY and ALL illness, disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law. I will NOT attend any Sessions, Activities etc.. IF I have any reason to feel as if I may have any of the above or other communicable diseases. I will maintain safe social distancing, sanitize my belonging bin and follow all guidelines for the health and safety of staff and other participants.

\_\_\_\_\_ Initials: I will report immediately to Dutch Apple 24 – 48 hours and a minimum of 1 hour before a session if I, my child, or any close family member has felt ill or had a temperature of 100.4 degrees or higher, symptoms of fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting.

GENERAL RELEASE FOR BROADWAY BOUND SESSIONS

In consideration of being allowed to participate in activities (“Activities”) associated with Dutch Apple Dinner Theatre’s Broadway Bound Sessions (collectively referred to herein as “Broadway Bound”), located at 510 Centerville Road in Lancaster County, Hempfield Township. I, the undersigned, acknowledge and agree that:

\_\_\_\_\_ Initials: The risk of injury from the Activities at Broadway Bound is a possibility. I knowingly and freely assume all such risks, both known and unknown assume responsibility for my participation in Activities at Broadway Bound. Despite such risks, I willingly agree to participate in Activities at Broadway Bound and comply with the terms and conditions for participation in the Activities at Broadway Bound, which I acknowledge receiving and understand completely.

\_\_\_\_\_ Initials: I release, waive and discharge any and all claims that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against Dutch Apple / Broadway Bound, and its officers, directors, employees contractors, subcontractors, sponsors, suppliers, national organizations, or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors and advertisers of the Activities at Broadway Bound; and if applicable, owners and lessors of the premises used by Broadway Bound (collectively the “Releasees”) for any liability, expenses, loss of damage to person or property, injury, death or disability suffered from or in connection with ANY and ALL illness, disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.

\_\_\_\_\_ Initial: I hereby consent to receive medical treatment which may be deemed advisable by Broadway Bound in the event of injury, accident and / or illness during my participation in Activities at Broadway Bound. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical / health insurance to cover any injuries that I may sustain during my participation in Activities at Broadway Bound.

PHOTO RELEASE

\_\_\_\_\_ Initials: I hereby agree to allow Dutch Apple / Broadway Bound (“Broadway Bound”) to record and publish photos and videos (including audio) of my child for the purpose of creating a production video for the camp session as well as promoting Broadway Bound in a manner that does not violate NCAA Bylaw 12.5.2 I understand that this media will be produced and used for promotional purposes including but not limited to website, social media platforms, such as Facebook, Instagram, TikTok, YouTube, Twitter as well as other official printed publications without further consideration. In addition, I acknowledge Broadway Bound’s right to crop or treat the media at its discretion, and I also acknowledge that Broadway Bound may choose not to use my child’s image at this time but may do so at its own discretion at a later date. I also understand that once my child, or my family members, image(s) have been captured, they may be posted on The Dutch Apple’s website or social media platforms, the image can be downloaded by any computer user on or off the premises of Dutch Apple facilities. The Dutch Apple also reserves the right to discontinue use of photos without notice.

\*\*Parent or Guardian Additional Agreement (Must be completed for participants under the age of 18).

In consideration of \_\_\_\_\_ (Print minor’s name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are way connected with such participation by minor.

Parent or Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Date \_\_\_\_\_