



## **Agreement Regarding Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 & Behavior Contract**

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.

NMedTA has put in place protective measures to reduce the spread of COVID-19; however, NMedTA cannot guarantee that participants in NMedTA activities, or their family members, will not become infected with COVID-19. Further, attending NMedTA activities could increase your risk and your Participant's risk of contracting COVID-19.

Participants are expected to comply with all current health guidelines and any protective measures NMedTA feels appropriate to limit the spread of COVID-19 including but not limited to wearing masks.

If a Participant has been diagnosed with COVID-19, or has been in Close Contact (as defined by the Center for Disease Control and Prevention) with someone who has been diagnosed with COVID-19, NMedTA requires that you or the Participant disclose this information to your school theater director and an NMedTA Chapter Director. The Participant shall not attend or participate in NMedTA activities for a period of no less than 14 days. NMedTA may require a medical release for the Participant to return to participation. NMedTA reserves the right to isolate and exclude from participation any Participant who exhibits symptoms of COVID-19 (including but not limited to fever, cough, shortness of breath).

NOTE: NMedTA reserves the right to suspend, in its discretion, activities (some or all of them) at any time for health and safety reasons. If New Mexico is experiencing a high rate of spread, NMedTA at their discretion, will cancel the event.

### **Waiver and Release**

1. Acknowledgment. By signing this agreement, I acknowledge that my student's participation in NMedTA activities may expose me, my student, and/or any other member of my family to COVID-19. I further acknowledge that such exposure, or infection with COVID-19, may result in bodily injury, including serious illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 while at NMedTA events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NMedTA employees, agents, and representatives, volunteers, program participants and their families and/or any other individual who may be in attendance at any NMedTA activity.



2. Assumption of Risk. I voluntarily agree to assume all risks and accept sole responsibility for any injury (including, but not limited to, bodily injury, illness, disability, and death), damage, loss, claim, liability, or expense, of any kind (“Claims”), that I, my student, my family members, heirs, executors and assigns may experience or incur in connection with any attendance at and/or participation in NMEdTA programs, events, or activities.

3. Release and Indemnification. On my behalf, and on behalf of my student, family members, heirs, executors and assigns, I agree to advance no Claims and I hereby release, waive, discharge, and agree to defend, indemnify and hold harmless NMEdTA, 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 NMEdTA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NMEdTA program, event or activity.

4. As representatives of their school, Students will uphold the highest standards of conduct. Appropriate behavior is expected at all times. Pranks or vandalism of any kind will not be tolerated. Students and their Parents/Legal Guardians will assume full financial responsibility for any damage caused by the Student. Use, possession, or acquisition of alcoholic beverages, tobacco products, or illegal drugs is prohibited at any time during participation. Any violation of this rule will be reported to the school director and result in immediate dismissal. Students must dress appropriately (following their school’s dress code).

5. Participation Requirements. I agree that I, my student, and any member of my family will act in conformance with all safety and sanitation requirements, as well as all social distancing and mask requests, while attending or participating in a NMEdTA event or activity. I understand that if I, my student, or my family fail to follow these regulations and requests, the ability of my student to participate may be suspended, revoked, or otherwise negatively impacted.

Student Name (Print) \_\_\_\_\_

School \_\_\_\_\_

Parent/Legal Guardian Name (Print) \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_