DPAA Participant Waiver and Release (For Minors)

A. COVID-19 Warning & Disclaimer

I, in my legal capacity as the parent or guardian of _____, a minor under the age of 18 ("Participant"), hereby acknowledge and agree that participation in Dayton Performing Arts Alliance (DPAA) youth orchestras activities comes with inherent risks. On behalf of Participant, I have full knowledge of and assume the inherent risks associated with DPAA youth orchestra program participation. COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in DPAA youth orchestra rehearals and activities or accessing rehearsal facilities could increase the risk of contracting COVID-19. Although it will take steps to reduce the risk, DPAA makes no warranty that COVID-19 infection will not occur through participation in DPAA dance program activities or through accessing rehearsal facilities.

B. Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of Participant's participation in DPAA youth orchestra activities, on behalf of Participant, his/her heirs, representatives, executors, administrators, and assigns, I hereby release the DPAA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever, including but in no way limited to claims of negligence, that Participant, his/her heirs, representatives, executors, administrators and assigns may have, now or in the future, against Releasees on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of DPAA facilities/equipment or participation in DPAA programs, whether that participation is supervised or unsupervised, however the injury or damage occurs.

In consideration of Participant's participation in DPAA youth orchestra activities, the undersigned parent or guardian of Participant on behalf of Participant, agrees to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to Participant's DPAA youth orchestra activities participation.

D. Governing Law

This Agreement is governed by Ohio law, without regard to any conflict of laws principle to the contrary. This Agreement may not be altered except by a written agreement signed by the undersigned and a duly authorized representative of DPAA.

_____	_____
Parent/Guardian Signature	Parent/Guardian Name (Print Clearly)
_____	_____
Date	Student Name (Print Clearly)

Orchestra: ☐DPJS ☐DPYS ☐DPYO