

ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT FOR COMMUNICABLE DISEASES INCLUDING COVID-19 TO BE SUBMITTED FOR ENTRY INTO THE FACILITY AT THE TIME OF ARRIVAL

In consideration of being allowed to participate in the 2021 Feis Na Nollag Feis (“Dance Activities”), sponsored by the Donny Golden School of Irish Dance and the Irish American Society of Nassau, Suffolk and Queens, the undersigned acknowledges and agrees that:

1. My participation and the participation of my dancer 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, injury, and death does not exist despite precautions that are taken. If I have a pre-existing health condition, exposure to COVID-19 or any other infectious disease may be more likely to cause serious illness, injury, or death; and
2. As a condition of my and my dancers participation in any Dance Activities, 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
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, SHALL RELEASE AND HOLD HARMLESS Sponsors, its officers, officials, agents, volunteers and/or employees, other participants, sponsoring organizations, individual sponsors, advertisers, and if applicable, owners and lesser of the premises (“RELEASEES”), used to conduct Dance Activities, or any events incidental to this activity, WITH RESPECT TO 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.
5. This agreement shall be governed by the laws of the State of New York and any dispute involving this Agreement shall be brought in Nassau County, NY.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant: _____

Participant Signature: _____ Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risk of presence and participation in his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse and my child/ward do consent and agree to his/her release provided above for all the RELEASEES; and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the RELEASEES for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by the law.

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date Signed: _____

The above also agrees and consents that their temperature will be taken at the time of presentation and

recorded. A temperature in excess of 99.5 degrees will disqualify the above from entry into the facility and no fees will be required to be returned to same.