

SUSQUEHANNA CHORALE ADULT COVID-19 SAFETY ACKNOWLEDGEMENT, LIABILITY WAIVER AND RELEASE OF CLAIMS

CURRENT/RELAXED GUIDELINES (SEPTEMBER 2022 UNTIL UPDATED)

COVID-19 and Safety Information: The COVID-19 virus and multiple variants of the virus (**collectively “COVID-19”**) has continued to evolve and spread, particularly among unvaccinated individuals; however, successful non-vaccine treatments and new vaccines continue to be developed. The Susquehanna Chorale (**the “Chorale”**) continues to urge eligible individuals to become fully vaccinated against COVID-19 and its variants, and to engage in safety measures recommended by the CDC. This is for both your protection and the protection of others.

As indicated in the 2021 SUSQUEHANNA CHORAL ADULT COVID-19 SAFETY ACKNOWLEDGMENT, LIABILITY WAIVER AND RELEASE OF CLAIMS (“Waiver and Release Form”) set forth below, the Chorale has been utilizing strict safety measures to reduce the risk of exposure and spread of COVID-19 but has indicated that it will enforce or relax such measures, in its sole discretion, as conditions may warrant. The purpose of these **Current/Relaxed Guidelines** is to provide for relaxed safety measures for the foreseeable future; however, the Chorale may, in its sole discretion, return to enforcement of stricter safety measures as conditions warrant, including, but not limited to changes in community COVID levels. Please note that the Chorale cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

Commencing immediately, while participating in events held or sponsored by the Chorale, including but not limited to in-person rehearsals, performances, meetings and social events (**collectively, the “Activity”**), participants are required to practice good hand hygiene, good respiratory etiquette and to stay home when sick to reduce the risks of exposure to COVID-19 for themselves and others. Social distancing and mask wearing are optional except as follows:

- **If you or anyone in your family have been exposed to COVID**, you must mask for 10 days but will be permitted to attend in-person rehearsals, performances, meetings and social events.
- **If receiving a positive test result:**
 - Isolate for five days
 - Notify the Chorale office, which will, in turn, notify those who were adjacent to you at the previous rehearsal
 - Attend future rehearsals via Zoom.
 - If you have no symptoms and receive a negative test result, then after five days, you may return to in-person rehearsals, however, you must wear a high-quality, well-fitting mask through day 10.
 - If your reaction is moderate to severe, whether or not hospitalization is required, isolate for 10 days and return to in-person rehearsals only after having received a negative test result.

ANYONE WHO CHOOSES TO WEAR A MASK OR SOCIAL DISTANCE WILL BE SUPPORTED IN THEIR DECISION TO DO SO.

The two-page SUSQUEHANNA CHORALE ADULT COVID-19 SAFETY ACKNOWLEDGEMENT, LIABILITY WAIVER AND RELEASE OF CLAIMS starting below on page 2 must be signed by anyone who participates in any in-person Chorale Activity. This is intended to protect all our Chorale members, as well as volunteers, audiences and others who participate in any Chorale Activity. If you signed and returned the Waiver and Release Form last year, it remains effective, and you are not required to sign the form again this year. Your cooperation during these difficult times is highly valued and will help the Susquehanna Chorale to thrive despite the challenges of COVID-19.

SUSQUEHANNA CHORALE ADULT COVID-19 SAFETY ACKNOWLEDGEMENT, LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 Safety Information: The COVID-19 virus continues to evolve and spread, particularly among unvaccinated individuals. The Susquehanna Chorale (“**Chorale**”) urges all eligible individuals to become fully vaccinated against COVID-19 and its variants for the protection of yourself and others.

Recognizing that not all participants in all Chorale programs and activities are or will become fully vaccinated, and in view of the ongoing danger presented by the COVID-19 pandemic, the Chorale continues to utilize strict safety measures, and will enforce or relax such measures, in its sole discretion, as conditions may warrant.

Currently, while participating in events held or sponsored by the Chorale, including but not limited to in-person rehearsals, performances, meetings and social events, participants are required to wear face coverings and practice social distancing and good hand hygiene to reduce the risks of exposure, for themselves and others, to the COVID-19 virus and multiple variants of the virus (**collectively “COVID-19”**). Because COVID-19 is extremely contagious and spreads mainly through person-to-person contact, the Chorale has instituted preventive measures to reduce the risk of exposure and spread of COVID-19, including but not limited to requiring mask wearing, temperature checks, physical distancing, and testing for unvaccinated individuals. Even so, please note that the Chorale cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

Duty to Self-Monitor: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 and to contact the Chorale if experiencing symptoms within 14 days after participating in a Chorale activity or event (**the “Activity”**). I acknowledge and agree as follows:

- **Unvaccinated participants and volunteers** agree not to attend or participate in any Chorale Activity if they have not tested negative for COVID-19 within 48 hours prior to any Activity.
- **All participants and volunteers** agree not to participate in any Chorale Activity if they are not feeling well or are unwilling to cooperate with required safety measures. Please note that Zoom, or other means of participation, may be available for such individuals depending on the Activity.
- **Anyone** who falls within any of the categories below should not engage in any in-person Chorale Activity:
 - Individuals who currently or within the past fourteen (14) days have experienced any **symptoms associated with COVID-19** (including but not limited to fever, fatigue, headache, difficulty breathing, cough, sore throat, muscle pain, shortness of breath, or any other symptoms relating to COVID-19 or other communicable disease);
 - Individuals who have **traveled** at any point in the past fourteen (14) days, either internationally or to a community in the U.S. that has or is experiencing sustained community spread of COVID-19; or
 - Individuals who believe that they may have been **exposed** to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

BY PARTICIPATING IN ANY CHORALE ACTIVITY, I CERTIFY THAT I AM FULLY VACCINATED, OR IF NOT FULLY VACCINATED, I CERTIFY THAT I HAVE TESTED NEGATIVE FOR COVID-19 IN THE LAST 48 HOURS. I AGREE TO PROVIDE PROOF OF VACCINATION OR A NEGATIVE COVID-19 TEST TO THE PRESIDENT OF THE CHORALE, THAT I AM DOING SO VOLUNTARILY AND THAT NEITHER HIPAA NOR MY RIGHT OF PRIVACY ARE OR HAVE BEEN VIOLATED.

Liability Waiver and Release of Claims: I acknowledge that I derive personal satisfaction and benefit by virtue of my participation and/or voluntarism with the Chorale, and I willingly engage in Chorale events and/or other activities. ***I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE*** any and all liability, claims and

demands of any kind or nature against the **SUSQUEHANNA CHORALE** and its affiliated partners and sponsors, including in each case, without limitation, their Boards, directors, officers, affiliates, agents, contractors, consultants, attorneys, insurers, representatives, employees and volunteers, past and present, collectively and individually, and all of their successors and assigns (**the “Released Parties”**), from any and all claims, demands, losses, liabilities and causes of action of any nature or kind whatsoever, arising directly or indirectly from or related to any loss, damage, injury or death, that may be sustained by me related to COVID-19 while participating in any meetings, rehearsals, performances and other activities of the Chorale that may lead to unintentional exposure or harm due to COVID-19. This includes claims in law or in equity, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind by the Released Parties, including but not limited to death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have now or in the future related to my participation with the Activity (**collectively, the “Released Claims”**).

Assumption of the Risk: As a participant, volunteer, or attendee, I recognize and agree that my participation, involvement and/or attendance at any Chorale Activity is voluntary and I assume the risk that I may incur personal injury (including death) and/or property damage. I acknowledge, understand, and agree as follows:

- Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While vaccination, social distancing, mask wearing, hand hygiene and personal discipline may reduce this risk, the risk of serious illness and death continues to exist;
- I knowingly and freely assume all risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties or any other participants in the Activity; and
- I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm or loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties or any other participants in the Activity.

BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, I ACKNOWLEDGE AND AGREE THAT I AM DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW.

Medical Acknowledgment and Release: I acknowledge the health risks associated with the Activity and I agree that if I experience any symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. ***I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE*** the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the Activity.

IN WITNESS WHEREOF, I have executed and provided this **Susquehanna Chorale Adult COVID-19 Safety Acknowledgement, Liability Waiver and General Release of Claims** on the date and year set forth below and that such acknowledgement, waiver, and release will continue until I have rescinded it in writing in a letter directed to the President of the Board of Directors of the Susquehanna Chorale.

PARTICIPANT Signature:

Date: _____

Participant Name Printed: _____

Participant Telephone Number: _____