

PHIPPS CENTER FOR THE ARTS WAIVER OF LIABILITY,  
AND INDEMNITY AGREEMENT

Class/ Program \_\_\_\_\_

Adult Member/Participant Name \_\_\_\_\_(Please Print)

Child Member/Participant Name \_\_\_\_\_(Please Print)

IN CONSIDERATION for permission to utilize the building of The Phipps Center for the Arts (the "PCA") and/or for my children listed above to participate in the class/program listed above, the undersigned, agrees to the following:

1. I understand that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including epidemic levels in Minnesota and Wisconsin. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Wisconsin Department of Health (WDH), for slowing the transmission of COVID-19, I hereby agree that I or my participating child will not enter upon the premises for purposes or utilize the facilities, services, and programs of the PCA if I have symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or if I have a suspected or diagnosed/confirmed case of COVID-19.

2. I agree to notify the PCA immediately if any of the foregoing access/use restrictions may apply.

3. If I or my participating child have symptoms or test positive, I agree to not enter the Phipps until 14 days have passed since symptoms started AND am no longer showing symptoms AND am fever-free for 24 hours, without using fever-reducing medicine.

4. I understand that the PCA has taken steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19. I acknowledge and agree that the PCA may revise its procedures at any time based on updated recommendations and agrees to comply with the PCA's revisions. I acknowledge and agree that due to the nature of the class/programs offered by the PCA, social distancing of 6 feet per person may not always be possible. I fully understand and appreciate the potential dangers of utilizing the facilities and class/programs of the PCA and acknowledge that participation may, despite the PCA's reasonable efforts to mitigate such dangers, result in exposure to COVID- 19.

In further consideration of being permitted to enter the PCA for any purpose, on my behalf and on behalf of my children participating in activities at the PCA, hereby release, waive, discharge and covenant to not make any claim or commence legal action against the PCA, its directors, employees, volunteers, and contracted staff from all liability to the undersigned or participating children for any loss, injury, illness or the death of myself or such participating children who may contract COVID-19.

I further agree to indemnify and save and hold harmless the PCA, its directors, employees, volunteers, and contracted staff from any loss, liability, damages, or costs they may incur, while I or any

participating child is participating in any program affiliated with the PCA. I understand and agree that the PCA is not required to provide insurance to cover the undersigned or such participating children for COVID-19.

I agree and acknowledge that use of the PCA facilities and participation in the PCA programs may involve inherent danger and risk. I hereby assume full responsibility for risk of illness, bodily injury, or death associated with COVID-19.

I further expressly agree that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement. I understand that this document is a promise not to commence legal action and a release of and indemnification for all claims as a result of exposure to COVID-19 at the PCA facility or programs and any illness, injury, or death resulting therefrom.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

I agree to abide by all COVID-19 related policies, directives and guidelines. I further understand I will be asked to leave any class or program if I do not follow these protocols and that no refund will be issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Number

Please email completed waiver to [info@thehipps.org](mailto:info@thehipps.org) or place in the folder on the wall outside the door of the Administrative Offices.