

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19

Regarding the production of _____ on _____

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Flash Studio has put in place preventative measures to reduce the spread of COVID-19; however, Flash Studio cannot guarantee that you will not contract COVID-19. Further, you are aware that working on this production increases your risk of contracting COVID-19.

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19. I ACKNOWLEDGE THAT I AM HERE VOLUNTARILY AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk and I may be exposed to or infected by COVID-19 by working on this production, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Flash Studio, its employees, its crew, the client, and other participants in the production. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation and attendance.

I hereby release, covenant not to sue, discharge, and hold harmless Flash Studio, its employees, agents, and representatives, of and from 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 Flash Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the production listed above at Flash Studio.

I also certify that I have no reason to believe or suspect that I am currently infected with coronavirus and have no symptoms that I understand to be consistent with those displayed by persons infected with coronavirus. Should I begin to develop any such symptoms or otherwise have reason to question whether I may be infected, I agree to immediately advise Flash Studio and cease further interaction with the production unless and until such time as I have been determined to be clear of the virus by medical testing and/or medical personnel.

BY SIGNING BELOW I CERTIFY THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND FLASH STUDIO, AND SIGN IT OF MY OWN FREE WILL.

NAME _____

SIGNATURE _____ DATE _____

JOB TITLE _____

CONTACT PHONE NUMBER _____

CONTACT EMAIL _____