

For office use: **print** ROS member's name (last) _____ (first) _____

ROCHESTER ORATORIO SOCIETY, INC. REHEARSAL/EVENT
PARTICIPATION COVID-19 AGREEMENT

Please read the following Agreement carefully.

By confirming your registration, you are agreeing to abide by the terms of this Agreement,
which includes a waiver and release of liability.

COVID-19 Acknowledgement.

I understand that the COVID-19 virus is still circulating, and can be spread by people in close contact, including by infected people who have no symptoms, and that the risk of transmission may be heightened when people are speaking or singing.

I acknowledge and agree that I am voluntarily registering to attend and participate in rehearsing, performing and recording vocal music, and I acknowledge that the COVID-19 virus and other communicable diseases could be transmitted among participants in and others who may be present at these Events (= ROCHESTER ORATORIO SOCIETY, INC. sponsored rehearsals and performances) despite taking reasonable precautions.

I also acknowledge that the location of the Events, the Asbury First United Presbyterian Church and other performance locations, is under the management and control of that church and other performance locations and not the ROS. I intend to attend and participate in the Events with knowledge of the risks and dangers related to the potential transmission of the COVID-19 virus to me and to other members of my household, and I am voluntarily accepting and assuming these risks, both known and unknown, whether caused by the fault or negligence of ROS, its officers, employees, agents, other participants, sponsors, or volunteers (collectively "ROCHESTER ORATORIO SOCIETY, INC.") or third parties or otherwise.

Acknowledgement of My Obligation to Comply with Guidelines.

I agree that I will be responsible to make myself familiar with the Rochester Oratorio Society Health and Safety Guidelines in effect at the time of the Events, and I agree that I will abide by and comply with those Guidelines, and any other policies that are communicated to me by ROS, and provide complete, truthful and accurate information in response to any inquiries, including inquiries about the status of my health and recent travel, if requested.

Waiver and Release of Claims. In consideration of acceptance of my request to participate in these Events, I hereby agree to defend, indemnify and hold harmless ROS, its officers, employees, agents, other participants, sponsors, and volunteers (collectively, "ROCHESTER ORATORIO SOCIETY, INC."), to the fullest extent permitted by law, for and from any injury, damage, harm or loss incurred or suffered by me and any member of my household arising out of, resulting from or caused by, directly or indirectly, the attendance or participation in these Events by me, and I expressly agree for myself not to assert any and all claims, whether arising in contract, tort or otherwise, against ROS, relating to any such injury, damage, harm or loss, whether or not caused by the action, inaction, failure to act, fault, negligence, or conduct of ROS or otherwise except and only to the extent that such liability is the direct result of the gross negligence or willful misconduct of ROS. I understand that this waiver is intended to be construed and applied to the fullest extent permitted by law, and expressly applies to exposure to the COVID-19 virus and other communicable diseases.

Recording of Events. I understand that these Events will be filmed and/or recorded for further use by ROS, including to promote its programs and services ("advertisements"), and I consent to the use of my photograph, image, voice and likeness in advertisements, and in other uses by ROS, in any and all media, throughout the universe, in perpetuity, without remuneration. Legally Enforceable Document. I recognize that this Agreement, including the waiver and release provisions, is intended to be an enforceable legal document and that I have carefully read and fully understand the provisions of this Agreement and having had a sufficient opportunity to consider its terms and have chosen to voluntarily enter into this Agreement by proceeding with registration for and participation in and attendance at these Events. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

I have read the preceding Agreement carefully.

I am agreeing to abide by the terms of this Agreement, which includes a waiver and release of liability. This confirms my 2023-2024 ROCHESTER ORATORIO SOCIETY, INC. registration for all Rehearsals and Event(s) in which I participate.

Signature: _____ Date _____