



COVID-19 Safety Acknowledgment, Assumption of Risk, and Release of Claims and Consent



For Both Adult Participants and Parents/Guardians of Minor Participants (under 18 years of age)

Please read carefully before proceeding. This document contains a legal release of claims and waiver of rights concerning your participation in events held or sponsored for the benefit of the Kannapolis African-American Museum and Cultural Center ("KAA-MaCC").

I represent and warrant that I am 18 years of age or older and that (if applicable) I am the Parent and/or Legal Guardian of any and all of my child/children participating in or attending the event, and that I have authority to sign this Waiver on behalf of myself and on behalf of such child/children. I, for myself and all of my minor child/children, and in consideration of our participation in or attendance at events or activities held or sponsored by the Kannapolis African-American Museum and Cultural Center ("KAA-MaCC") (the "Event") do hereby acknowledge and agree as follows:

COVID-19 SAFETY ACKNOWLEDGEMENT

While participating in events held or sponsored by the KAA-MaCC, consistent with CDC guidelines, participants are **required** to practice hand hygiene and wear face coverings to reduce the risks of exposure to COVID-19.

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, KAA-MaCC has put in place preventative measures to reduce the spread of COVID-19. However, KAA-MaCC cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the Events and/or other face-to-face fundraising activities.

CERTIFICATIONS

By attending a KAA-MaCC Event, you certify that you are either fully vaccinated or you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. 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 experienced or is experiencing sustained community spread of COVID-19 (as defined by your state or local health authorities); or
3. 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.

With respect to fully vaccinated persons, you further certify that you are not experiencing any symptoms associated with COVID-19, which include fever, cough, and shortness of breath, among others, or have not 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 your treatment.



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LIABILITY WAIVER AND RELEASE OF CLAIMS

RELEASE OF CLAIMS AND INDEMNITY. I, FOR MYSELF AND ON BEHALF OF MY CHILD/CHILDREN PARTICIPATING OR ATTENDING THE EVENT, HEREBY AGREE TO RELEASE AND NOT TO SUE THE KANNAPOLIS AFRICAN-AMERICAN MUSEUM AND CULTURAL CENTER, ITS AFFILIATED PARTNERS, INCLUDING, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, LEADERS, ADVISORS, VOLUNTEERS, AND AGENTS, THE MUNICIPALITY IN WHICH THE EVENT WILL TAKE PLACE, AND ORGANIZERS OR SPONSORS OF EVENT (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITH RESPECT TO ANY AND ALL CLAIMS FOR DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, OR OTHER LOSS IN ANY WAY CONNECTED WITH MYSELF OR MY CHILD'S/CHILDREN'S PARTICIPATION IN OR ATTENDANCE AT THE EVENT. I UNDERSTAND THAT I AM AGREEING TO WAIVE ALL CLAIMS I OR MY CHILD/CHILDREN MAY HAVE AGAINST RELEASED PARTIES (INCLUDING NEGLIGENCE), AND AGREE THAT NEITHER I NOR MY CHILD/CHILDREN, NOR ANYONE PURPORTING TO ACT ON BEHALF OF ME OR MY CHILD/CHILDREN MAY MAKE ANY CLAIMS AGAINST THE KANNAPOLIS AFRICAN-AMERICAN MUSEUM AND CULTURAL CENTER, THE MUNICIPALITY IN WHICH THE EVENT WILL TAKE PLACE, AND SPONSORS OR ORGANIZERS OF THE EVENT AS A RESULT OF ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS SUFFERED BY ME OR MY CHILD/CHILDREN, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

On behalf of myself and my participating child/children, I further agree to defend and indemnify (meaning protect and compensate) the Kannapolis African-American Museum and Cultural Center, with respect to any and all claims: (1) brought by or on behalf of me or my child/children, or by or on behalf of any other person (including family members) for any injury, damage, death, or other loss I or my child/children may suffer in connection with my own or my child's/children's participation in or attendance at the Event; or (2) brought by any person for any injury, damage, death, or other loss to the extent caused by myself or my child/children.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS. I, for myself and all of my minor child/children participating in or attending the Event, acknowledge, understand, and agree that the Kannapolis African-American Museum and Cultural Center is not providing me or my child/children with insurance or legal advice. The activities associated with the Event carry inherent and other risks that can cause participants harm. I, for myself and all of my minor child/children participating in or attending the Event further understand and agree to the following: 1) participation or attendance at the Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19 and while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; 2) I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and 3) I, for myself and all of my minor child/children participating in or attending the Event, hereby knowingly assume the risk of injury, harm, and loss associated with the Event, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties. I have had the opportunity to obtain information about the activities and the risks they carry. Neither I nor my child/children have any mental or physical condition that will place me or my child/children or others at risk on account of participation in the Event and my child/children and I are properly trained (if applicable) and medically able to participate in the Event. I am signing for myself and as the parent or guardian of any and all of my minor children participating in or attending the Event. I



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give my permission for my child/children to participate and I accept and assume full responsibility for any risk of injury, death, or loss I or my child/children may suffer on account of my participation or the participation or attendance of my child/children in the Event.

MEDICAL ACKNOWLEDGEMENT AND RELEASE. I, for myself and my minor child/children, acknowledge the health risks associated with the Event, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I or my minor child/children experience any of these or any other symptoms during the Event, I will discontinue my and my minor child/children's participation immediately and seek appropriate medical attention. I authorize the Kannapolis African-American Museum and Cultural Center, the Event organizer(s), volunteers, medical personnel, or others to obtain or provide medical care for myself, my child/children, to transport my child/children and/or I to a medical facility, and to provide treatment they consider advisable for myself and/or for my child's/children's health. I agree to pay all associated costs. I authorize the release of my own and/or my child's/children's medical records and personal information by or to the Event organizer(s) and the Kannapolis African-American Museum and Cultural Center, if necessary or useful for treatment, referral, billing, or insurance purposes.

I, FOR MYSELF AND MY CHILD/CHILDREN, DO HEREBY RELEASE 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. As a participant, volunteer, or attendee, I recognize that my and my child's/children's participation, involvement and/or attendance at any Kannapolis African-American Museum and Cultural Center Event is voluntary and may result in personal injury (including death) and/or property damage. BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

OTHER PROVISIONS

VOLUNTEER AND SUPPORTER. I, for myself and any and all of my participating minor child/children acknowledge that we derive a benefit by virtue of our participation and/or voluntarism with KAA-MaCC and that we willingly engage in KAA-MaCC Events.

IMAGES/STORIES/CONSENT. I hereby grant to the Kannapolis African-American Museum and Cultural Center or its designees, the irrevocable right and permission to photograph, film, record, and otherwise capture my own and/or my participating child's/children's name, image, voice, statement, photograph, or likeness (collectively, "recordings") and use or sublicense them in any media throughout the world, in perpetuity, including for reproduction, display, or otherwise (e.g., on websites, on social media, in publications, or for informational, educational, promotional, or other purposes), without compensation to me or my child/children. I agree that the Kannapolis African-American Museum and Cultural Center owns its own respective recordings and all copyrights in them. I waive any inspection or approval rights.

I understand that from time to time, I may share with the Kannapolis African-American Museum and Cultural Center or its designees, my own stories, testimonials, photographs, films, recordings, or other depictions that otherwise capture my own and/or my child/children's name, image, voice,



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statement, photograph, or likeness (collectively, “submissions”). I represent and warrant that I am the owner of submissions provided by me to the Kannapolis African-American Museum and Cultural Center and hereby grant to the Kannapolis African-American Museum and Cultural Center or its designees, the irrevocable, non-exclusive, royalty-free license to use or sublicense the submissions provided by me, throughout the world, in perpetuity, including but not limited to for education, public relations, fundraising, and other purposes (e.g., on websites, on social media, in publications, or for informational, education, promotional, or other. I waive any inspection or approval rights.

COLLECTION OF INFORMATION. I understand that personal information that I am providing to the Kannapolis African-American Museum and Cultural Center about myself or any minor child/children in attendance will be used by the Kannapolis African-American Museum and Cultural Center as outlined in its Privacy Policy (<https://www.kaa-macc.org/website-help.html>).

By attending the Event, you are deemed to have given full release of liability to the Released Parties to the fullest extent permitted by law.

CHOICE OF LAW

I understand and agree that the law of the STATE OF NORTH CAROLINA will apply to this waiver. I have carefully read and fully understand that all the provisions of this release, and I freely and knowingly assume that risk and waive my rights concerning liability as described above.

Signature: _____

Date: _____

Name (PLEASE PRINT): _____

Name Minor(s) (PLEASE PRINT):

I am a parent or legal guardian of the minor(s) named above; therefore, I have the legal right to consent to the terms and conditions of this release.

My signature noted below indicates that consent.

Signature: _____

Date: _____

Name (PLEASE PRINT): _____

*This is a confidential document and will be filed in the records of the KAA-MaCC Board of Directors (Events).