

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being permitted by Charlotte Piano Teachers Forum (CPTF) to participate in concerto auditions and for in-person concerto auditions, I, my assigns, minor children, and heirs (“Releasors”) agree that:

1. Releasors understand that the nature of in-person piano concerto auditions—particularly with the spread of COVID-19—involve certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the services provided by CPTF, and that I and all minor participant(s) of which I am exerting control over as the parent/legal guardian understand the nature of the risks associated with in-person concerto auditions.
2. Participating in in-person concerto auditions exposes Releasors to the usual risks associated with coming into close contact with others and experiencing inflammation or irritation of your tendons, including but not limited to tendinitis, arthritis, carpal tunnel syndrome, potential exposure to ailments, diseases, and infections, and exposure to COVID-19, the flu, and other similar viruses. Other, more serious risks exist as well. These risks include, but are not limited to, the following: falls, trips, permanent disability, paralysis, infection, and disease. All of the foregoing risks, outlined within this Paragraph 2, are collectively referred to as “Risks.”
3. The Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of Releasors, agents of CPTF, or other individuals who frequent CPTF. There may be other risks and economic losses either not known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in in-person concerto auditions.
4. My participation and/or that of minor participant(s) of which I am exerting control over as the parent/legal guardian is purely voluntary, and Releasors elect to participate in in-person concerto auditions in spite of the Risks. Participation is solely at Releasors own risk and Releasors assume responsibility for any injuries or damages.
5. I release, forever discharge, and covenant not to sue CPTF regarding all liability, claims, demands, losses, causes of action, or damages which are in any way connected with my participation in in-person concerto auditions at CPTF or my use of CPTF’s facilities, including any such claims which caused or alleged to be caused in whole or in part by negligent acts or omissions on my account, or that of CPTF or otherwise. I further agree that if, despite this release and waiver of liability agreement, I, or anyone on my behalf or over which I am acting as parent/legal guardian, makes a claim against CPTF, I will indemnify, save, and hold harmless CPTF from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.
6. If one of the Releasors accompanying me or over which I am acting as a parent/legal guardian is a minor, I agree that this agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participant to this agreement. I further agree to defend, indemnify and hold harmless CPTF from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such participation by the minor, including injuries or damages caused by the negligence of CPTF.
7. I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in in-person concerto auditions at CPTF, or else I agree to bear the costs of such injury or damage myself. I am willing to assume the risk of any medical or physical condition that I may have.
8. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties hereto relating to the subject matter hereof. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina. This agreement cannot be altered or amended in any manner except pursuant to an instrument in writing signed by all of the parties hereto. This agreement may be executed in one or more counterparts or electronically, and shall be deemed to be an original.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY; I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN CPTF ACTIVITIES, I MAY BE FOUND IN A COURT OF LAW TO HAVE WAIVED MY AND ANY MINOR PARTICIPANT’S RIGHT TO MAINTAIN A LAWSUIT AGAINST CPTF ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

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Releasor #1

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Releasor #2

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Releasor #3