



Music at Kohl Mansion Covid-19 Safety Protocols - Terms and Conditions

Coronavirus/COVID-19/Contagious Disease Liability Limitation

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. Music at Kohl Mansion (MAKM) takes the Coronavirus pandemic very seriously and has put in place **preventative measures** to help reduce the spread of COVID-19. However, MAKM cannot guarantee that you, your family, or your guests will not become infected with COVID-19. By attending or voluntarily working at a MAKM event, you may place yourself in close physical contact with other guests and staff, increasing the risk that you, your family members, and/or your guest(s) contract COVID-19. By attending such event, you acknowledge, understand and agree that COVID-19 is a contagious disease, and that:

- You voluntarily assume the risk that you, your family members and/or your guests may be exposed to or infected by COVID-19, or other disease, while participating in / attending MAKM events and that such exposure or infection could result in personal injury, illness, permanent disability, and death.
- You understand that such exposure and/or infection at MAKM may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, MAKM's employees, consultants, guests, volunteers, and / or other attendees.

By attending an event at MAKM, you voluntarily agree, on behalf of yourself, your heirs, and personal representatives and/or assigns: (a) to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you, your guests, or your family members in connection with attendance at MAKM or as a result of participation in MAKM's programs ("Claims"); and (b) agree not to sue MAKM, nor any of its representatives, Board members, contractors, clients, and employees, concerning the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, regardless of basis, and regardless of whether infection or injury occurs before, during, or after attending a MAKM event or participating in any other MAKM program; and (c) you agree that you may be found by a court, or other authority, to have waived any and all rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence, or other basis.

MAKM reserves the right to refuse access to any person if, in its absolute discretion, it considers that the health of the individual concerned, or others, may be endangered by the use or attendance of such person in MAKM related facilities or events.