

**NATIONAL CONCERT BAND OF AMERICA**  
**COVID-19 ASSUMPTION OF THE RISK AND LIABILITY WAIVER:**

I hereby confirm that I will follow National Concert Band of America’s COVID-19 Protocols and Exposure Response Plan, including any updates, and would like to proceed with band activities on the basis outlined in the protocols and plan.

I understand that COVID-19 is extremely contagious and is spread primarily through airborne particles associated with person-to-person contact. I am participating voluntarily in band activities with full knowledge of the inherent dangers presented by COVID-19, which can include serious illness, permanent disability and death. No organization, including the National Concert Band of America (NCBA), can guarantee that I will not be exposed to the virus that causes COVID-19 and I acknowledge that I may be at higher risk of contracting COVID-19 by participating in instrumental music activities with NCBA. I also understand and agree that as a participant/member of NCBA, I will rehearse and perform with musicians who will not always be masked and perform in venues with audiences who may be unmasked and whose COVID-19 vaccination status is unknown. With full understanding of these inherent risks, I acknowledge that I am voluntarily participating in NCBA activities. I hereby agree to voluntarily **ACCEPT AND ASSUME ALL RISKS** of injury, illness, disability, and/or death related to COVID-19, arising from my participation in NCBA activities, whether caused by the ordinary negligence, fault or conduct of NCBA or any other person or entity.

I also hereby expressly **WAIVE AND RELEASE ANY AND ALL CLAIMS**, now known or hereafter known against NCBA, the National Concert Band of America Board of Directors, Music Director, Associate Conductor, volunteers, participants, members, successors and assigns (collectively “Releasees”) for any possible COVID-19 injury, illness, disability or death arising from any act or omission alleged to have resulted in my contraction of COVID-19 as a result of participation in NCBA activities. I agree not to make or bring any such claim against NCBA or any other Releasee and I forever release and discharge NCBA and all other Releasees from liability under such claims.

I have read the Protocols and Exposure Response Plan and agree to accept the conditions and act accordingly. I agree to review any updates to the Protocols and Exposure Response Plan and abide by the updated protocols and plan. If I determine at any point that the Protocols and Exposure Response Plan that is in place is not sufficiently protective or if I observe non-compliance, I will immediately notify the NCBA Board President ([nationalconcertband@gmail.com](mailto:nationalconcertband@gmail.com)). I understand that my failure to make any such notification to the NCBA Board President will be deemed an admission that I consider the Protocols and Exposure Response Plan’s terms and implementation to be sufficient.

This COVID-19 Assumption of Risk and Release of Liability constitutes the sole and entire agreement of NCBA and me with respect to the subject matter contained herein and supersedes all prior agreements oral and written. It only can be amended by a writing signed by the NCBA Board President and me.

I have reviewed the terms of this National Concert Band of America Assumption of the Risk and Liability Waiver. I sign this document voluntarily and with full comprehension of its meaning.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_