

Waiver - Acknowledgement of Participant or Attendee Responsibility,  
Express COVID-19 Assumption of Risk and Waiver of Liability for Baltimore Folk Music Society (BFMS)

BFMS believes that its activities and events should be safe, fun, and educational experiences for all. With those values in mind, BFMS is asking all participants and/or attendees to sign the following waiver. The waiver is intended to protect, and not to limit, the culture of community created by BFMS over many generations. COVID-19, the disease caused by the novel coronavirus, has been designated by the World Health Organization (“WHO”) as a global pandemic. This coronavirus is a new virus; accordingly, scientific and medical knowledge regarding the virus is continuing to evolve and develop. COVID-19 has been determined to be a highly contagious illness and mainly spread through person-to-person contact; there are also risks associated with airborne spread and touching surfaces. The virus may cause serious illness and even death in those who contract it. Adults over 65 and persons with designated underlying health conditions are at higher risk for serious illness and/or death from COVID-19. There is currently no cure for the virus. COVID-19 continues to be present in Maryland at this time and there is community spread of the virus. The CDC has designated certain activities involving close contact, such as dancing, performing, and singing, as higher risk activities for the spread of COVID-19. BFMS sponsors several different types of events that will involve close contact with others, such as contra-dancing, singing circles, special events, and musical performances, among other activities, which may take place indoors or at an outdoors location. BFMS may require the use of masking and may specify the type of mask required. BFMS reserves the right to require a person or persons to immediately vacate the premises if, in its opinion, they fail to comply with our masking or other health and safety requirements. The US Food and Drug Administration (FDA) has granted authorization for Pfizer-Biotech, Moderna and Johnson & Johnson vaccines. While these vaccines are believed to be highly effective, they do not eliminate all risk of COVID-19. BFMS cannot guarantee that COVID-19 will not be present or that you will not be exposed to, contract, or spread COVID-19 to others. BFMS requires all participants and attendees to show a copy of their vaccination card. While BFMS requires that all participants and attendees attest to being fully vaccinated, which is defined as “all recommended doses, including all recommended boosters, of the Pfizer, Moderna, and/or Johnson & Johnson vaccines,” BFMS cannot guarantee that COVID-19 will not be present or that you will not be exposed to, contract, or spread COVID-19 to others.

BFMS requires all participants and attendees to provide a copy of their vaccination card. BFMS will provide handwashing stations and hand sanitizer, but it is an individual’s responsibility to ensure they are engaging in proper hand hygiene. Participants and attendees should bring their own water bottles and should be sure to use social distancing when consuming food or beverages. By signing below, I am acknowledging all risks associated with the contraction and spread of COVID-19 (some of which are stated above) and am assuming such risks voluntarily, including the risk of serious illness, debilitating injury, or death to myself or my family. I further acknowledge that I understand the risk of exposure, contracting, or spreading COVID-19 may result from the acts, omissions, negligence of myself and others, including but not limited to, BFMS employees, agents, representatives, volunteers, attendees,

participants and their families, and/or other individuals who may be present at the facilities or in attendance at the activity.

Whenever possible, each provision of this Acknowledgement shall be interpreted in such a manner as to be effective and valid under applicable Maryland law, but if any provision of this Acknowledgement shall be or become prohibited or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Acknowledgement. This Acknowledgement contains our entire understanding and supersedes any and all prior understandings, whether written or oral, between us with respect to the subject matter of this Acknowledgement. In signing below, I further attest that I (i) am fully vaccinated in relation to COVID-19; (ii) do not have COVID-19 or have COVID-19 symptoms (currently described as, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea) at any time within 14 days prior to, and including, the day of attending or participating in a BFMS event; and (iii) no one in my household has been diagnosed as infected with the COVID-19 virus within 14 days prior to attending the BFMS event. I am submitting a copy of my vaccination card as proof of compliance. NOTE: BFMS reserves the right to request documentation of your vaccinations. BFMS further reserves the right to require a person or persons to immediately vacate the premises upon finding out that they falsely attested to this information. I further agree that while at a BFMS event, should I develop any COVID-19 symptom (currently described as, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea), I will leave immediately and notify BFMS. Moreover, I agree to notify BFMS should I learn that I have COVID-19 or have COVID-19 symptoms within 14 days after attending or participating in a BFMS event.