

RELEASE OF LIABILITY

In return for being allowed to participate in Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD) volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD) or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD) are not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD) for all claims arising out of my participation in the Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD) have not arranged and do not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD).

PHOTOGRAPHY/FILM/AUDIO RELEASE

I hereby give the Mortimer & Mimi Levitt Foundation (MMLF) and Friends of Levitt Pavilion Dayton (FLPD), their employees, and those acting with their authorization the right and permission to use, reproduce, copyright and/or publish my name, image, likeness, and/or sound of my voice as photographed or recorded on audio or film.

I understand that my name, image, likeness, and/or sound of my voice may be edited, copied, exhibited, published, reproduced and/or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to any payment or compensation arising or related to the use of my name, image, likeness, and/or audio and/or film recording of me.

By signing this release, I understand this permission signifies my name, image, likeness, and/or audio and/or film recording of me may be electronically displayed via the Internet and/or in MMLF and/or FLPD digital and/or print promotional materials. I understand that these materials may be used in diverse settings within an unrestricted geographic area. I understand there is no time limit on the validity of this release. All negatives, positives, together with any prints, slides or electronic fills, shall constitute the property of MMLF and FLPD, solely and completely.

The Mortimer & Mimi Levitt Foundation and Friends of Levitt Pavilion Dayton are each 501(c)3 nonprofit organizations.

HEALTH SAFETY AGREEMENT

For my safety, Levitt Pavilion will do the following:

- Initiate steps to mitigate the risk and transmission of COVID-19 including the thorough cleaning and disinfecting of the work environment, to include, but not limited to: backstage, restrooms, outdoor areas, etc.
- Provide hand sanitizers and hand sanitizing stations throughout the park
- Respond to volunteer concerns and/or questions as they may arise, and;
- Adapt, adjust, or change procedures or policies to adhere to CDC, state, or federal policy/guidelines.

Volunteer Expectations:

As a volunteer, I agree to the following conditions:

- I will not come to Levitt Pavilion if I am sick, regardless of symptoms. I will contact the volunteer coordinator so that she is aware and can provide guidance as necessary.
- I will not come to volunteer at Levitt Pavilion if I have been in close contact, as defined by the CDC, with someone who has COVID-19.
- If I am diagnosed with COVID-19, I will not come to Levitt Pavilion Dayton to volunteer. I will not return to volunteer at Levitt Pavilion Dayton until a doctor/health professional verifies I have fully recovered.
- I will properly wear a protective face covering when on-site.

I am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

I hereby release, discharge and agree to hold harmless MMLF and FLPD, their employees and their contractors from and against all claims and liability relating to the use of my name, image, likeness, and/or audio and/or film recording of me.

By signing below, I agree to the above Volunteer Expectations at Levitt Pavilion Dayton.

Name (print) _____

Volunteer Signature _____

Date _____

***If under the age of 18:**

Parent/Guardian Name (print) _____

Parent/Guardian Signature _____

Date _____