

COVID-19 SAFETY ACKNOWLEDGMENT AND RELEASE OF LIABILITY WAIVER.

COVID-19 SAFETY INFORMATION:

While attending, volunteering or participating at Lakefront Music Festival (hereinafter referred to as “LMF”), all attendees should adhere to the latest recommended COVID-19 safety guidelines specified by the Minnesota Department of Health. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, LMF has put in place preventative measures to reduce the spread of COVID-19. However, LMF cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend LMF. By attending LMF, you certify that you do not fall into either of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others.
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, notify LMF (at <https://www.lakefrontmusicfest.com/contact.html>) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering at LMF.

RELEASE OF LIABILITY, WAIVER OF CLAIMS. By purchasing a ticket to LMF or volunteering to work at LMF, I (hereinafter sometimes referred to as “Participant”) understand that I am waiving certain legal rights, including the right to sue LMF and its affiliates. LMF is a music festival held on July 9-10, 2021 in Prior Lake, Minnesota and is organized by the Prior Lake Rotary Club and its members, directors, officers, employees, volunteers, agents, sponsors and independent contractors, all of whom are collectively referred to as LMF herein as it pertains to the Release and Waiver herein and otherwise. In consideration of the LMF organizers

permitting the Participant's attendance at LMF, the Participant waives any and all claims that the Participant has or may have against LMF in the future, and release from all liability and agree not to sue LMF Organizers and the associated premises owned by the City of Prior Lake, as well as other participants, sponsoring agencies, sponsors, or advertisers for any claims of personal injury, death, property damage or other loss that the Participant sustains during or as a result of LMF due to any cause whatsoever. The Participant is aware that participating/volunteering at LMF has many inherent risks.

I recognize and acknowledge that there are hazards and risks of physical injury or illness to attendees at LMF and that not all such hazards or risks can be fully eliminated, which include Covid-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I freely and voluntarily agree to assume the full risk of illness, such as Covid-19 and the potential for death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my attendance at LMF, whether or not caused by the negligence or gross negligence of others attending LMF.

I indemnify and hold harmless LMF from any loss, liability, damage or cost LMF may incur while I am at LMF or on the premises, whether or not caused by the negligence or gross negligence of LMF.

I release, waive, discharge and covenant not to sue LMF from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's/ward's) attendance at LMF or while on the LMF premises, whether or not caused by the negligence or gross negligence of the anyone working at or simply attending LMF.