

NEW YORK FILM ACADEMY

ACKNOWLEDGMENT AND WAIVER OF LIABILITY

(Visitor)

In consideration for receiving permission to BE ON PREMISES at a NEW YORK FILM ACADEMY CAMPUS (hereinafter the "Premises") or participate in a NYFA run or student run production (hereinafter the "Activity"), I hereby acknowledge and agree to the following:

1. I understand the hazards of COVID-19 still exist and I am familiar with the Centers for Disease Control and Prevention ("CDC") and the relevant State guidelines regarding COVID-19 (the "Guidelines"). I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the Guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to enter the Premises and/or participate in the Activity.
3. I will provide New York Film Academy ("NYFA") with my full cooperation while I am on the Premises and/or participating in the Activity so as to minimize COVID-19 health and safety risks to NYFA students, staff and other participants. This may include, but not be limited to, wearing a mask (that covers both my nose and mouth) at all times while on the Premises and when practical while participating in the Activity, maintaining physical distancing from others, not sharing my food, drink, and personal belongings with others, submitting to temperature checks and complete daily symptom tracker before entering the Premises and/or participating in the Activity, reporting any COVID-19 related symptoms and refraining from entering the Premises and/or participating in the Activity if I am exhibiting any COVID-19 related symptoms.
4. Because of the uncertainty regarding COVID-19 and whether there will be another "wave" or increased community infection rate later in 2021, I understand and acknowledge that approval given to me by NYFA to physically be present on the Premises and/or participate in the Activity is conditional and may be withdrawn by NYFA in its discretion at any time as based on any changed Guidelines.
5. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the Premises and/or participating in the Activity and hereby RELEASE, WAIVE, and DISCHARGE NYFA, any of its affiliates and subsidiaries, and any of their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the Premises and/or participating in the Activity.
6. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal

or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

7. It is my express intent that this Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, and DISCHARGE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of New York. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

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BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the
foregoing

Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Agreement under seal on this **day** _____

_____ LS.

Print Name: _____

FOR MINORS (UNDER AGE 18 AT THE TIME OF EXECUTION)

This is to certify that I, as parent /guardian, with legal responsibility for _____, have read and explained the provisions in this Agreement to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities.

Dated : _____

_____ L.S.

Name of parent /guardian: _____