



RELEASE OF CLAIM & COVID-19 LIABILITY WAIVER

By participating in ANY activity organized by Miami Sunshine Tango Festival, LLC, I agree to:

- 1) Adhere to any health protocols that the Miami Sunshine Tango Festival, Ramada Marco Polo Beach Resort, the City of Sunny Island, and Miami-Dade County have in place at the time of the event
- 2) **Acknowledge that the rules for the festival regarding COVID19 may change, at the organizer's sole discretion, depending on the public health situation regarding COVID19 at the time of the event.**

LIABILITY RELEASE & COVID 19 ATTESTANT FORM:

Miami Sunshine Tango Festival 2024

COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Miami Sunshine Tango Festival, LLC (MSTF) will put in place preventative measures as needed to reduce the spread of COVID-19. However, MSTF cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and I willingly engage in the Miami Sunshine Tango Festival 2024 events being held at the Ramada Marco Polo Beach Resort Feb. 9th-11th, 2024
RELEASE AND WAIVER::: I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE Miami Sunshine Tango Festival, LLC, RAMADA MARCO POLO BEACH RESORT, THE CITY OF SUNNY ISLES AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS MARIELA BARUFALDI AND MARIANO BEJARANO, OFFICERS, GUEST ARTISTS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. ASSUMPTION OF THE RISK.

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES THE FULLEST EXTENT PERMITTED BY LAW FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

I hereby agree to the Release of Claim & Covid-19 Liability Waiver - no signature needed, my participation is proof of agreement.