

TANGLEWOOD PATRON RELEASE AND WAIVER OF LIABILITY

This Tanglewood Patron Release and Waiver of Liability (“Release”) is executed on this ____ day of _____, 20____, by _____ (the “Patron”), in favor of Boston Symphony Orchestra, Inc., a Massachusetts not for profit corporation, and its directors, officers, employees, volunteers, and agents, and their respective successors and assigns (collectively, “BSO”).

WHEREAS, the Patron has chosen to visit the Tanglewood campus (the “Activity”), located at 297 West St, Lenox, MA 01240 (“Tanglewood”), and/or areas adjacent to it,

WHEREAS, On March 11, 2020, The World Health Organization declared the novel coronavirus, COVID-19, a pandemic and that COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact.

WHEREAS, the BSO has put precautions in place to reduce the spread of COVID-19; however, the BSO cannot guarantee that the Patron will not become exposed to or infected with COVID-19. Further, because of the number of individuals at the Activity and the fact that many infected individuals appear to be asymptomatic, attending the Activity could increase the Patron’s risk of contracting COVID-19.

NOW, THEREFORE, freely and without duress, the Patron agrees as follows:

1. Incorporation of Definitions and Recitals. The definitions and recitals above are incorporated herein by reference and made a substantive part of this agreement.
2. Release and Indemnification. The Patron, on behalf of itself and its invitees to the Activity (collectively, “Agreeing Parties”), hereby releases and forever discharges BSO from any and all actions, claims, debts, and liabilities, of every name and nature, both at law or in equity, which may hereafter arise from or in connection with the Activity. The Patron agrees to defend, indemnify, and hold harmless BSO from and against all actions, claims, debts, and liabilities which may arise from or in connection with the Activity.

The Patron understands and acknowledges that this Release is intended to be as broad and inclusive as permitted by law, and operates to discharge BSO from any liability which BSO may have with respect to, among other things, any bodily or other injury, illness, pathogens, or communicable disease, death, or property damage that may occur as a result of the Activity, or any first aid, medical treatment, or other remedial or mitigation measures rendered in connection therewith. The Patron further acknowledges that BSO has no responsibility or obligation to provide financial or other assistance to the Agreeing Parties in the event of any bodily or other injury, illness, pathogens, communicable disease, death, or property damage that may occur as a result of the Activity, including, but not limited to, health, medical, dental, and disability benefits.

3. Assumption of Risk. The Patron understands and acknowledges that the Activity may include inherently dangerous activities that may be hazardous to the Agreeing Parties and/or their property. The Patron, on behalf of itself and the other Agreeing Parties, hereby expressly and specifically assumes the risk of injury, harm, illness, pathogens, communicable disease, death, or property damage that may occur as a result of the Activity, or as a result of any first aid, medical treatment, or other remedial or mitigation measures rendered in connection therewith.
4. Miscellaneous. The Patron agrees that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice-of-law principles that might direct application of the laws of any other jurisdiction. The Patron further agrees that if any clause or language in this Release shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity of such clause or language shall not otherwise affect the validity or enforceability of any other provision or language herein.

By signing below, the Patron acknowledges that it has read and understands this Release, and fully agrees to its provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Release as of the day and year first above written.

Name (please print): _____

Signature: _____