



**THIS DEED OF WAIVER IS EXECUTED BY THE UNDERSIGNED IN FAVOR OF:¹
Bermuda School of Music, and each of its agents and employees (the “Released Parties”)**

1. WAIVER AND RELEASE

_____ [name of Student], acting via their legal guardian where student is under 18, and _____ [name of parents/guardians] hereby waives any and all rights of any kind or description against each Released Party that he/she can, shall or may have in the future, arising from exposure to COVID-19 as a consequence of any Released Party’s provision of teaching to him/her. This waiver and release shall include any claims for monetary and equitable relief, damages or any statutory claim whatsoever including (without limitation) personal injury (howsoever caused) and death. This waiver and release shall include and cover all matters relating to the provision of teaching including, without limitation, access to premises occupied by the Released Parties.

2. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2016

The employees and agents of the Bermuda School of Music as members of an identifiable class shall be entitled to enforce this Deed as if they were parties hereto.

EXECUTED AND DELIVERED AS A DEED ON THE DATE WRITTEN BELOW

SIGNED AND DATED

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[Signature of Student/Guardian]²

Print Name of Guardian/Student Signing:

Acting *ad litem* when signed by parent or legal guardian

Witnessed By: _____

Print Name of Witness:

Address of Witness

SIGNED AND DATED

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[Signature of Guardian on their own behalf]

Print Name of Guardian:

Witnessed By: _____

Print Name of Witness:

Address of Witness

¹ Note: Where student is 18 or over, no signature of guardian is required.

² Students to sign only when they are 18 or older

³ Students to sign only when they are 18 or older