

## **COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement**

RELEASE AND WAIVER. In consideration of my/or family member taking part in any Friendship House Corporation (“Friendship House”) programs, events, and activities (“Services”), I hereby forever release, waive, discharge, and covenant not to sue Friendship House and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, “Friendship House” or “Releasees”) from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in Friendship House Services or any travel or activities related thereto. I promise not to sue Friendship House for any of the foregoing.

ASSUMPTION OF RISKS. I understand that while Friendship House has undertaken what it deems to be reasonable steps to lessen the risk of transmission of COVID-19 in connection with Friendship House Services, Friendship House is not responsible in any manner for any risks related to COVID-19. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in Friendship House Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission and other risks (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my family, heirs, executors, administrators, successors, assigns and any person that I permit to participate in or take advantage of any Friendship House Services. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect to the broadest extent permitted by law. This Agreement shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to

such issue to the extent that any such right exists now or in the future. I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity for me or, as applicable, a family member, to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

This Assumption of Risk, Release, and Waiver of Liability Agreement supplements, but does not replace or supersede, other agreements I have with Friendship House:

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release 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. I, for myself, my spouse, family members, and child/ward do consent and agree to his/her release, waiver and assumption of risk, as provided in the detailed section above, for all the Releasees. Further, I, for myself and my spouse, family members and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in the Services as provided above, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, to the fullest extent provided by law.

Print name of participant/volunteer: \_\_\_\_\_

Parent/guardian/participant/volunteer signature (or e-signature): \_\_\_\_\_

Date signed: \_\_\_\_\_

If participant or volunteer is under 18 or otherwise lacks capacity to sign, a parent or guardian must sign:

Print name of parent/guardian: \_\_\_\_\_

Parent/guardian signature (or e-signature): \_\_\_\_\_

Date signed: \_\_\_\_\_