

COVID-19 Compliance, Liability Waiver, and Assumption of the Risk

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

I, _____ on behalf of myself and/or my minor child,
_____ understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, as well as regulations and guidance promulgated by the Commonwealth of Pennsylvania Department of Health. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC 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, on behalf of myself and/or my minor child hereby willingly and voluntarily choose to participate in ACCJFL Activities which may be made available on the website and at organization facilities.

3. I, on behalf of myself and my minor child, acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the ACCJFL, its 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 participating in the Activities.

4. I, on behalf of myself and my minor child, 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 exposure to and/or infection caused or related to COVID-19 or any other illness or injury.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Pennsylvania. **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 WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless 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 Waiver and Agreement under seal on this _____ day of _____, 2020.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN):
