**Assumption of the Risk, Waiver of Liability, and Indemnification Relating to Coronavirus/COVID-19**

*COVID-19 is a known risk and extremely contagious* and the Centers for Disease Control and Prevention (CDC), as well as Federal, State, and Local governments have issued, and may be continuing to issue, changing regulations and guidelines. In light of this, those participating in our activities and/or services must understand there are additional risks that come with attendance during this time.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Company”) has put in place reasonable preventative measures in regard to its employees and location(s) to reduce the spread of COVID-19; however, Company cannot guarantee that you, your employees, agents, contractors, minors, and/or guests will be safe from the spread of COVID-19. By attending or using the Company’s services, activities, or events, you could increase the risk that you, and your employees, agents, contractors, minors, and guests, and the people you come in contact with after, may contract COVID-19.

**You agree that you will follow all CDC and State recommended quarantine guidelines related to COVID-19 and not participate in any Company activities or services if quarantine is recommended.**

In consideration for your participation, attendance at, or use or purchase of, Company’s services, activities, or events, you understand, acknowledge, and agree to the following:

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my employees, agents, contractors, minors, and guests may be exposed to or infected by COVID-19 through **my use or purchase of any Company services, or my participation or attendance at any Company activities or events and that such exposure or infection may result in personal injury, illness, permanent disability, or death.**

I understand that the risk of becoming exposed to or infected by COVID-19, and the risk of spreading it to others, may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Company owners, employees, agents, contractors, representatives, and other attendees, customers, or clients, or my employees, agents, contractors, minors, and guests. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my employees, agents, contractors, minors, and/or guests, including, but not limited to, personal injury, disability, death, illness, damages, losses, claims, liabilities, or expenses, of any kind, that I, my employees, agents, contractors, minors, and guests may experience or incur in connection with my or their participation, attendance at, or use or purchase of any Company services, activities, or events (“Claims”).**

On my behalf, and on behalf of my employees, agents, contractors, minors, and guests, I **hereby release, covenant not to sue, and discharge Company, its employees, agents, contractors, and representatives, of, and from, any Claims**. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Company, its employees, agents, contractors, and representatives, whether a COVID-19 infection occurs before, during, or after participation, attendance at, or use or purchase of any Company services, activities, or events.

**I agree to indemnify, defend, and hold harmless Company, and its employees, agents, contractors, and representatives (“Released Parties”) from and against any and all Claims arising either directly or indirectly from, or related to, bodily injury, death, loss of use, monetary loss, or any other injury from or related to me, or my employees, agents, contractors, minors, and guests, whether caused by the negligence of the Released Parties or otherwise.**

I warrant and represent that (1) I read this **Assumption of Risk, Waiver of Liability, and Indemnification**; (2) I understand it; (3) I am sufficiently informed about the risks involved, the waiver of liability, and the indemnification required to decide whether to sign this document; and (4) I sign it voluntarily as my own free act and deed, and on behalf of myself, and my employees, agents, contractors, minors, and guests. I agree that no oral or written promises, representations, statements, or inducements, apart from this written agreement, have been made to me regarding this **Assumption of Risk, Waiver of Liability, and Indemnification**.

I agree that this Assumption of Risk, Waiver of Liability, and Indemnification is governed by, and is to be construed in accordance with, the laws of the Commonwealth of Pennsylvania. If any of the provisions of this **Assumption of Risk, Waiver of Liability, and Indemnification** are found to be unenforceable, the remainder shall be enforced as fully as possible, with the unenforceable provision(s) to be modified to the extent to allow it to be enforceable by law.

I, intending to be bound, represent that I am fully competent and signing this **Assumption of Risk, Waiver of Liability, and Indemnification** for full, adequate, and complete consideration.

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Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Signature of Parent or Guardian (if you are under the age of 18)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_