Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19
The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 and all Variants are extremely contagious and are believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.
Midtown Cakes has put in place preventative measures to reduce the spread of COVID-19; however, Midtown Cakes cannot guarantee that you or others will not become infected with COVID-19. Further, attending events or picking up orders from Midtown Cakes could increase your risk and others risk of contracting COVID-19
By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that others and myself (including, but not limited to, personal injury, disability, and death), illness damage, loss, claim, liability, or expense, of any kind, that I or others may experience or incur in connection with Midtown Cakes. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Midtown Cakes its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Midtown Cakes its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after any pickup or delivery from Midtown Cakes.
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