

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19
for First United Methodist Church of Fort Worth and FUMC Day School**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is 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.

First United Methodist Church of Fort Worth and FUMC Day School (“FUMC”) has put in place preventative measures in an attempt to reduce the spread of COVID-19; however, FUMC **cannot guarantee** that you and/or your child(ren) will not become infected with COVID-19. Further, attending FUMC **could increase the risk** of you and/or your child(ren) contracting COVID-19.

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By signing this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 (“*Waiver*”), I, for myself, and on behalf of my child(ren), acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by my child(ren) attending FUMC, I and/or my child(ren) may be exposed to and infected by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at FUMC may result from the actions, omissions, negligence, or gross negligence of me, my child(ren) and others, including, but not limited to, FUMC employees, volunteers, and FUMC students and their families.

I, FOR MYSELF, AND ON BEHALF OF MY CHILD(REN), VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO ME AND MY CHILD(REN) (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY CHILD(REN)’S ATTENDANCE AT FUMC (“CLAIMS”), HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES (AS HEREAFTER DEFINED).

I, FOR MYSELF, AND ON BEHALF OF MY CHILD(REN), HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS FUMC, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES (“RELEASED PARTIES”), FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, CAUSES OF ACTION, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO, HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY FUMC PROGRAMS.

By my signature below, I agree, acknowledge and consent that this Waiver is fully enforceable, and is binding upon me and my child(ren)’s legal representatives, heirs, administrators, guardians, executors, successors and assigns. This Waiver is irrevocable and is binding immediately upon execution and cannot be modified, amended or limited unless agreed upon in writing by me and FUMC. In the event any provision or part of this Waiver is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

By executing this Waiver, I acknowledge that I have read the foregoing and fully understand the terms and consequences of the Waiver.

FUMC Day School Student(s): _____

BOTH PARENTS/GUARDIANS MUST SIGN

Parent/Guardian
Signature: _____
Printed Name: _____
Date: _____

Parent/Guardian
Signature: _____
Printed Name: _____
Date: _____