

## **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 is extremely contagious and is believed to spread mainly from person-to-person contact. BSA Troop 709 has put in place preventative measures to reduce the spread of COVID-19; however, **Troop 709 cannot guarantee that you will not become infected with COVID-19**. Further, participation could increase your risk of contracting COVID-19.

### **READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH**

**INITIALS** By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; 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 a BSA Troop 709 in-person activities that may result from the actions, omissions, or negligence of myself and others, including, but not limited to Troop 709's volunteers, agents, representatives, program participants and their families.

**INITIALS** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at a BSA Troop 709 in-person activities. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless BSA Troop 709, its volunteers, agents, representatives, program participants and their families, 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 BSA Troop 709, its volunteers, agents, representatives, program participants and their families, whether a COVID-19 infection occurs before, during, or after participation at any and all BSA Troop 709 in-person activities.

**INITIALS** I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in BSA Troop 709 activities, and I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, and I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

**INITIALS** In the event that I file a lawsuit, I agree to do so in the state where BSA Troop 709 is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**INITIALS** By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in a BSA Troop 709 in-person activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

**INITIALS** I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I also understand that BSA Troop 709 activities will not be made available to me if I choose not to sign this release. I have read and understood this document and I agree to be bound by its terms.

INITIALS If I have signed a separate general waiver of liability connected to my participation at a BSA Troop 709 activity, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at all BSA Troop 709 in-person activities.

Signature\_\_\_\_\_ Print Name\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Telephone (\_\_\_\_)\_\_\_\_\_ Date\_\_\_\_\_

### **PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

**CALIFORNIA LAW REQUIRES BOTH PARENTS OR LEGAL GUARDIAN(S) TO SIGN RELEASE ON BEHALF ON MINOR**

**Parent (1)/Legal Guardian (1)**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Parent (2)/Legal Guardian (2)**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_