

**ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY  
AGREEMENT RELATING TO  
COVID-19**

**WARNING REGARDING COVID-19:** The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 has proven to be extremely contagious. Scientific understanding of the virus is evolving, but the virus is believed to be spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and possibly through the air. People reportedly can be infected, and spread the virus, even while showing no signs or symptoms. There is presently no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, and even death, and health officials have warned that *the older adult population is at a heightened risk of suffering complications from the virus.*

**NO WARRANTY:** I, \_\_\_\_\_, acknowledge that INDIAN RIVER SENIOR CENTER has adopted COVID-19 protocols mandated by the State of Delaware for facilities of its type, including, but not limited to, those related to sanitation, social distancing, and the use of personal protective equipment. However, despite taking reasonable precautions to mitigate the risks associated with COVID-19 to its members and guests, I acknowledge that INDIAN RIVER SENIOR CENTER cannot warrant that its members and guests will not be exposed to, contract, or spread COVID-19 while utilizing the services and/or entering the premises of INDIAN RIVER SENIOR CENTER.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. By choosing to utilize the services and/or enter the premises of INDIAN RIVER SENIOR CENTER, I acknowledge that I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19. I hereby choose to accept all risks related to COVID-19, whether known or unknown, in consideration for utilizing the services and/or entering the premises of INDIAN RIVER SENIOR CENTER.

**WAIVER OF LIABILITY:** I hereby forever release, waive, discharge, and covenant not to INDIAN RIVER SENIOR CENTER or its past, present, or future owners, officers, directors, managers, employees, agents/representatives, volunteers, members, contractors, affiliates, successors, or assigns (the "Released Parties"), from any and all damage, injury, loss, liability, claim, cause of action, litigation, or demand, including, but not limited to, those for personal injury, sickness, death, or property damage, which may be incurred, directly or indirectly, now or in the future, in connection with the exposure, infection, and/or spread of COVID-19 resulting from my utilizing the services and/or entering the premises of INDIAN RIVER SENIOR CENTER.

**INDEMNIFICATION:** I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities, including attorneys' fees, arising either directly or indirectly from any COVID-19-related claims made by or against any of the Released Parties due to personal injury, illness, death, property damage, or any other loss or damage resulting from or related to my use of and/or entrance on the premises of INDIAN RIVER SENIOR CENTER, whether caused by the negligence of the Released Parties or otherwise.

**COMPLIANCE WITH POLICIES AND PROCEDURES:** I agree to abide by all policies and procedures set forth by INDIAN RIVER SENIOR CENTER to lessen the risk to its members and guests from COVID-19. I understand that INDIAN RIVER SENIOR CENTER may revise its COVID-19-related policies and procedures at any time based on updated guidance, recommendations, and protocols issued by the State of Delaware and/or public health authorities.

**REPRESENTATIONS RELATED TO COVID-19 RISK FACTORS:** I represent and warrant that: (1) I am not experiencing any symptoms associated with COVID-19, such as cough, shortness of breath, difficulty breathing, or fever; (2) I have not travelled internationally within the past month; (3) I have not traveled to a highly impacted region of the United States within the past month; (4) I do not have knowledge of being exposed to someone with a suspected and/or confirmed case of COVID-19 within the past month; (5) I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by a medical provider; (6) I am following all CDC-recommended guidelines as much as practicable and limiting my risk of contracting COVID-19.

**BINDING EFFECT:** This Agreement shall be binding upon my heirs, executors, successors, administrators, and assigns.

**SEVERABILITY:** I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by Delaware law, and that if any portion of this Agreement is deemed to be void or unenforceable, the remaining portions shall remain in full force and effect.

**ENTIRE UNDERSTANDING:** This Agreement constitutes the entire understanding of the parties related to the subject matter hereunder.

**CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**EFFECTIVENESS:** This Agreement shall remain in effect until the State of Delaware lifts all COVID-related mandates.

**I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ENTER INTO IT VOLUNTARILY. I ACKNOWLEDGE THAT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY BE AVAILABLE TO ME.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Witness \_\_\_\_\_