

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 reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is 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.

Fantastic Friends of WNY, Inc. cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Fantastic Friends of WNY Inc.'s ("FFWNY") services or premises ("Fantastic Services"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Fantastic Services and/or enter onto Fantastic FFWNY's premises, for any reason, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. In consideration of FFWNY providing the Fantastic Services to me or my children, I, on behalf of myself and minor children, knowingly and willingly consent to participate in Fantastic Services during the COVID-19 pandemic. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children or family to participate in Fantastic Services and enter FFWNY's premises. Fantastic Services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Fantastic Services and to enter in or around FFWNY's premises in person. I am voluntarily participating and entering FFWNY's premises to engage in such Fantastic Services offered by FFWNY, at my own risk. I voluntarily assume full responsibility for any and all risk of illness or death related to COVID-19.

WAIVER OF LIABILITY:

I, my heirs, successors, and assigns hereby release, waive, indemnify, covenant not to sue, and hold harmless FFWNY and its officers, directors, employees, and representatives from any and all liability, claims, actions, causes of action, or otherwise, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of FFWNY, any third-party, or otherwise, while

participating in any activity or the Fantastic Services while in or around FFWNY's premises, in connection with COVID-19, or any risk thereto.

I have carefully read this waiver and fully understand its contents. I am aware that this is a release of liability and a potential conflict between myself, and my heirs, successors, assigns and FFWNY. I voluntarily agree to each of the terms and provisions herein and sign this of my own free will. In signing this waiver, I acknowledge and represent that I am at least eighteen (18) years of age and fully competent; and I execute this waiver for full, adequate, and complete consideration fully intending to be bound by the same.

I understand that if I or my children contract COVID-19 within two weeks after my visit to FFWNY, I will notify FFWNY, in writing. In the event contract tracing is required by any governmental agency, I authorize FFWNY to release the contact information set forth below to New York State health officials for the sole purpose of contract tracing efforts.

CHOICE OF LAW: I understand and agree that the law of the State of New York will apply to this waiver.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (printed): _____

Name (printed): _____

Name (printed): _____

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this waiver.

Signature : _____

Date: _____

Name (printed): _____

