

ASSUMPTION OF RISK, RELEASE & INDEMNITY AGREEMENT

Assumption of Risk, Release & Indemnity Agreement (“Agreement”) made and agreed to by the undersigned party as of the date signed below.

Elijah Kellogg Church, Congregational, a Maine non-profit corporation with principal place of business at 917 Harpswell Neck Road, Harpswell, Maine 04079 (the “Church”), has put precautions in place to reduce the spread of the novel coronavirus COVID-19 (“COVID-19”); however, the Church cannot guarantee that you or your family, including your child(ren), will not become exposed to or infected with COVID-19 in the course of attending Church services and events. Further, because of the number of individuals involved, and the fact that many infected individuals appear to be asymptomatic, attending any Church events or activities could increase your and your child(ren)’s risk of contracting COVID-19.

I represent and warrant that, to the best of my current knowledge, I a) do not have COVID-19 and am not experiencing flu-like symptoms including but not limited to a fever, respiratory complications, shortness of breath, or difficulty breathing; and b) I have not been in contact with anyone who was infected by COVID-19 within the last fourteen (14) days. If I come into contact with anyone infected by COVID-19, or if I feel ill or experience flu-like symptoms, I agree to refrain from participating in Church services and events until I have quarantined for fourteen (14) days.

Assumption of Risk: By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my family may be exposed to or infected by COVID-19 by attending services or events at the Church. I also acknowledge that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Church employees, contractors, volunteers, members, and participants and their families.

Release of Liability: In consideration for the Church permitting attendance and providing services and/or events for you, I, for myself and on behalf of my child(ren), estate, heirs, successors, personal representatives and assigns, hereby release, discharge, waive, and covenant not to sue the Church, its employees, agents, directors, officers, representatives, and heirs and assigns (“Released Parties”), from any injury (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 or my child(ren)’s attendance at the Church or participation in Church services or events (“Claims”). I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Church, its employees, agents, directors, officers and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Church services or events.

Indemnification: I further 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 attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, monetary loss, or any other injury or damages from or related to my and/or my child(ren)’s participation in Church services or events, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

If you have any questions, the Church encourages you to seek an attorney to review this Agreement. By signing below, you agree, represent, and warrant that you have read the contents of this Agreement, that you are understand its contents, and agree to comply with the safety precautions set forth herein.

Print Name

Signature

Date signed:_____

Print Name of Minor

Print Name of Parent or Legal Guardian

Parent or Legal Guardian's Signature

Date signed:_____