

COVID-19 Liability Waiver and Assumption of the Risk

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Because of this highly contagious nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

I, _____, (name) am voluntarily agreeing to participate as an unpaid volunteer for the New Canaan Nature Center ("NCNC").

I hereby warrant that in the last fourteen (14) days, I have not been: (i) diagnosed with or experienced symptoms of COVID-19 or other illness; or (ii) exposed to a person who has a suspected or confirmed case of COVID-19.

I understand that NCNC has put in place safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree I will reasonably comply with such rules.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and the inherent risks of exposure to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating as a volunteer and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NCNC, its officers, employees, agents, contractors, or other volunteers (the "Releasees"). I recognize that NCNC cannot limit all potential vectors for COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with participating as a volunteer and to make an informed assumption of those risks.

No party related to NCNC, including any Releasee, has made any representations to me regarding the safety of, or the risks of, participating as a volunteer that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with exposure to COVID-19. I completely absolve the Releasees from any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19 in connection with my participation as a volunteer, whether such exposure occurs before, during or after, and whether or not it arises through the negligence, omission, default or other action of anyone affiliated with NCNC or the Releasees. Also, I agree to defend, hold harmless, and indemnify the Releasees from and against any and all liabilities, losses, claims, suits, causes of action, demands, judgments, costs and expenses (including attorneys' fees and court costs) of any kind or nature other than a direct claim by the undersigned, against the Releasees with respect to any exposure I may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with NCNC or the Releasees.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF NCNC AND THEIR SUCCESSORS AND ASSIGNS.

My signature below indicates that I am at least eighteen years of age and that I have read and understand the above statements and intend to be bound legally by its terms. If I am signing on behalf of a minor, I warrant that I have full authority to sign on his or her behalf.

Name: _____

Date: _____

Signature: _____

Parent/Guardian Signature if under the age of 18: _____

Printed Name/relationship: _____