

**COVID-19 SAFETY ACKNOWLEDGEMENT
LIABILITY WAIVER, RELEASE OF CLAIMS, AND INDEMNIFICATION**

The Reformed Church of Firth, Nebraska d/b/a Living Life Reformed Church (“LLRC”) has put in place preventative measures to reduce the spread of COVID-19. However, LLRC cannot guarantee that any user of its facilities or individuals associated with user’s party (together “USER(S)”) will not become infected with COVID-19.

DUTY TO NOT PARTICIPATE IN ACTIVITY:

In light of the ongoing spread of COVID-19, any USERS who fall within any of the categories below must not engage in events or activities at an LLRC facility (“Activity”) or access the property of LLRC. USERS participating in any Activity, on behalf of themselves and any associated USERS, hereby certify that they do not fall into any of the following categories:

1. USERS who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, including, but not limited to, fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, nausea or vomiting, or diarrhea, unless such symptoms are deemed not to be COVID-19 related and are deemed non-contagious by the health care team responsible for their treatment; and
2. USERS who believe that they may have been exposed to a confirmed or suspected case of COVID-19 within the past fourteen (14) days or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

AWARENESS OF CDC RECOMMENDATIONS FOR SOCIAL DISTANCING AND FACE COVERINGS:

COVID-19 is believed to spread mainly through person-to-person contact, and so all USERS must be aware of the current CDC Recommendations to practice social distancing and to wear face coverings, when social distancing is difficult to maintain, except when not recommended by state or local public health authorities. All USERS must acknowledge their awareness of these CDC Recommendations to reduce the risks of exposure to COVID-19 before using the facility.

LIABILITY WAIVER, RELEASE OF CLAIMS, AND INDEMNIFICATION:

I acknowledge that I and any associated USER derive personal satisfaction and a benefit by virtue of participation at any Activity. As such:

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, I, ON BEHALF OF MYSELF AND ASSOCIATED USERS, COVENANT NOT TO SUE, RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST LLRC, INCLUDING, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED AND INDEMNIFIED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED AND INDEMNIFIED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH ANY ACTIVITY (“CLAIMS”).

IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, I, ON BEHALF OF MYSELF AND ASSOICATED USERS, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED AND INDEMNIFIED PARTIES FROM ALL SUCH CLAIMS SPECIFIED ABOVE, INCLUDING WIHTOUT LIMITATION, COURT COSTS, EXPENSES, AND REASONABLE ATTORNEY’S FEES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

ASSUMPTION OF THE RISK:

I, on behalf of myself and any associated USERS acknowledge and understand the following:

1. Participation in any Activity includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released and Indemnified Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with any Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released And Indemnified Parties.

RELIANCE ON REPRESENTATION, EFFECTIVE DATE, DEEMED RELEASE AND INDEMNIFICATION, AND OTHER PROVISIONS:

This COVID-19 SAFETY ACKNOWLEDGEMNT LIBAILTIY WAIVER, RELEASE OF CLAIMS, AND INDEMNIFICATION is effective on the date executed and will remain effective for each and every Activity in which a USER participates. This COVID-19 SAFETY ACKNOWLEDGEMNT LIBAILTIY WAIVER, RELEASE OF CLAIMS, AND INDEMNIFICATION shall not terminate or expire.

NOTHWISTANDING THE FOREGOING, BY ATTENDING AND/OR PARTICIPATING IN ANY ACTIVITY, YOU, ON BEHALF OF YOURSELF AND ANY ASSOCIATED USERS, ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY AND OBLIGATION OF INDEMNIFICATION TO THE RELEASED AND INDEMNIFIED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

This COVID-19 SAFETY ACKNOWLEDGEMNT LIBAILTIY WAIVER, RELEASE OF CLAIMS, AND INDEMNIFICATION is in addition to and does not replace the Facilities Use Agreement, including associated Facilities Use Policy, Insurance and Liability Forms, or other associated agreements which may be, have been, or will be executed by any Individual.

USER

USERS ASSOCIATED WITH PARTY

(Please Print Names) (Add additional pages if needed)

Signature

Printed Name

Date
