

Cokes Chapel United Methodist Church  
ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY, AND INDEMNITY  
AGREEMENT RELATING TO COVID-19

Organization Name: \_\_\_\_\_ (Hereinafter referred to as “the Organization”)

IN CONSIDERATION for being permitted to utilize the services and facilities of Cokes Chapel UMC, Inc. (hereinafter referred to as “CCUMC”), the undersigned, on behalf of himself and the Organization, and any participants in the Organization (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that he or she has carefully considered the Organization’s programs and pursuant to using the premises of CCUMC to further said programs agrees to the following:

On March 11, 2020, The World Health Organization declared the novel coronavirus, COVID-19, a pandemic. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend safety precautions for any group meeting including but not limited to, monitoring of group sizes, social distancing, wearing masks, proper hygiene procedures and sanitization of all common surfaces. CCUMC has put precautions in place to reduce the spread of COVID-19; however, CCUMC **cannot guarantee** that participants in the Organization will not become exposed to or infected with COVID-19 as a result of attending meetings sponsored by the Organization. Further, because of the number of individuals involved in the Organization and that many infected individuals appear to be asymptomatic, attending activities offered by Organization could increase the risk of contracting COVID-19.

The Organization and the undersigned assumes all responsibility for adopting additional measures as necessary to ensure the safety of participants in the Organization and procuring all necessary waivers to release CCUMC from any liability for any Covid-19 related claims brought by a participant from each participant in any activity offered or sponsored by the Organization that takes place on the premises of CCUMC. The Organization will ensure that no participant shall be allowed to remain on the premises if he or she exhibits any symptoms of Covid-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has exposure to any person who has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify CCUMC immediately if he or she believes that any participant has exhibited such symptoms or confirmed exposure to Covid-19.

The undersigned acknowledges and agrees that he or she has been made aware that CCUMC has taken certain steps to implement protocols for slowing the transmission of COVID-19, and that CCUMC may revise its procedures at any time based on updated recommended guidance issued by public health agencies. The undersigned agrees to comply with CCUMC’s revised procedures prior to utilizing the facilities, and further acknowledges and agrees that, due to the nature of the facilities and the programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in these programs and acknowledges that despite reasonable efforts by all parties to mitigate such dangers, exposure to COVID-19 may occur, which could result in quarantine requirements, serious

illness, disability, and/or death. In further consideration of being permitted to use the facilities and properties of CCUMC, THE UNDERSIGNED, ON BEHALF OF THE ORGANIZATION, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE CCUMC or any of its clergy, directors, officers, employees, volunteers and agents from all liability, loss, damage, claim or demands related to any injury, illness or death of any participant (or any person who may contract COVID-19, directly or indirectly, from a participant) while the undersigned or such participants are on the premises or using the facilities or participating in any program affiliated with Organization. Nothing in this agreement should be construed as releasing, discharging or waiving any claims the undersigned may have for conduct that constitutes greater than ordinary negligence. THE UNDERSIGNED, ON BEHALF OF THE ORGANIZATION, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CCUMC or any of its clergy, directors, officers, employees, volunteers and agents, from any loss, liability, damages or costs they may incur while the undersigned is participating in any program of The Organization on the premises or using any facilities affiliated with CCUMC. The undersigned understands and agrees that CCUMC is not required to provide insurance to cover participants in the Organization in the event they suffer illness or death. The undersigned agrees and acknowledges that use of CCUMC's facilities and services, and participation in the Organization's programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or death. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS OR DEATH to the participants due to negligence, active or passive, or otherwise while using the premises, facilities and/or while participating in or observing any program affiliated with the Organization.

THE UNDERSIGNED further expressly agrees that this agreement is permitted by the laws of Georgia and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT I AM WAIVING LEGAL RIGHTS ON BEHALF OF THE ORGANIZATION, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM CCUMC IN CASE OF ILLNESS OR DEATH, INCLUDING EXPOSURE TO COVID-19 AT ANY CCUMC FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. I CONFIRM THAT I AM LEGALLY AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION AND IT HAS AGREED TO BE BOUND BY MY SIGNATURE.

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf Of : \_\_\_\_\_