

Marco Island Shell Club

Assumption of Risk, Waiver and Release 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 extremely 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 physical distancing and limitations for the congregation of groups and people.

The Marco Island Shell Club ("Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or any other person will not become infected with COVID-19. Further, attending Club sponsored activities could increase your risk, and anyone you are in close contact with, of contracting COVID-19.

By signing this Assumption of Risk, Waiver and Release of Liability ("Release"), I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending activities of the Club and that such exposure or infection may result in injury, illness, permanent disability, and death for myself and anyone I am in close contact with. I understand that the risk of becoming exposed to or infected by COVID-19 during Club activities may result from the actions, omissions, or negligence of myself, others, including but not limited to Club officers, Club Board members, volunteers, Club members and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my family, including but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my family may experience or incur in connection with my participation or attendance at any Club activity. I take full responsibility and I hereby release, covenant not to sue, discharge and hold harmless and indemnify the Club, its members, officers, directors, agents and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind rising out of or relating thereto. I understand and agree that this Release includes any claims based on the actions, omissions or negligence of the Club, its members, officers, directors, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in any Club activity. I do hereby agree and acknowledge that this Release shall be binding on my heirs, successors and assigns.

Signature

Date

Printed Name

****This waiver pertains to any and all activities or programs associated with The Marco Island Shell Club.***