

**ACKNOWLEDGMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY
AND HOLD HARMLESS/INDEMNITY (COVID-19 AND OTHER DISEASES)**

I desire to participate in the *Kiwanis Club of Colonial Plymouth* (the "**Club**") meetings and/or projects ("**Activity**"). To do so, I agree to this agreement ("**Agreement**").

1. **ACKNOWLEDGMENT:** I am aware of, understand and acknowledge
 - the contagious nature of bacterial/viral diseases, including COVID-19 ("**Disease**"), and
 - the risk that I may contract the **Disease** by engaging in the **Activity**, and
 - infection may cause illness, injury, disability, or death, and
 - this risk may result from the actions, omissions, or negligence of others, and
 - the **Club** cannot guarantee that I will not become infected with the **Disease**, and
2. **ASSUMPTION OF RISK:** Notwithstanding the risks associated with the **Disease**, I expressly acknowledge I am voluntarily choosing to engage in the **Activity** with knowledge of the danger involved, and I hereby agree to accept and assume all risks of illness, injury, disability, or death, related to the **Disease**, arising from my traveling to/from or participating in the **Activity**,
3. **WAIVER/RELEASE:** I hereby expressly waive and release all claims against the **Club** and its officers, directors, members, and volunteers (collectively, "**Releasees**"), on account of injury, illness, disability, or death, attributable to my engaging in the **Activity** and contracting the **Disease**, whether arising out of the negligence of the **Releasees** or otherwise (the "**Released Claims**").
 - I covenant not to bring any **Released Claims** claim against the **Releasees**, and forever release and discharge them from liability for **Released Claims**.
4. **NONPARTICIPATION:** I will also follow all instructions of the **Club** while engaging in the **Activity**, and I agree not to participate in the **Activity** if I am experiencing symptoms of the **Disease**, such as cough, shortness of breath, or fever, if I have a confirmed or suspected case of the **Disease**, or have come in contact in the last 14 days with a person who has been confirmed or is suspected of having the **Disease**.
5. **INDEMNITY:** If a claim is asserted against any **Releasee** due to my breach of any of my obligations in ¶4 above, I shall defend, indemnify, and hold harmless the **Releasees** against any and all losses, damages, liabilities, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including attorney fees, and the costs of enforcing any right to indemnification under this **Agreement**, and the cost of pursuing any insurance providers), that are incurred by and/or awarded against the **Releasees**.
6. **FULL & FINAL AGREEMENT:** This **Agreement** constitutes the sole and entire agreement of the **Releasees** and me, and is binding our respective successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT

- I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS **AGREEMENT**
- I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE **RELEASEES**.

Signed: _____ Printed Name: _____

Date: _____, 2021