



## **THE SALVATION ARMY RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT RELATING TO CORONAVIRUS/COVID-19**

Adult Participant Name: \_\_\_\_\_ (Please Print)

As a participant in, \_\_\_\_\_,  
located at \_\_\_\_\_

(the “Program”), sponsored by The Salvation Army, a New York corporation (“The Salvation Army”), I, on behalf of myself, and any personal representatives, heirs, and next of kin, acknowledge and agree to the following conditions as part of my participation in the Program.

1. I am aware of the highly contagious nature of the novel Coronavirus/COVID-19 (the “Disease”) and the risk that myself, and other persons may be exposed to or could contract the Disease by my participation in the Program. Further, I am aware that attending the Program could increase my risk of contracting the Disease.
2. I understand that The Salvation Army has implemented preventative measures to reduce the spread of the Disease in accordance with public health guidelines. I also understand that The Salvation Army cannot guarantee that I will not become infected with the Disease because of participating in the Program. I understand that no restrictions, guidelines, or practices will remove all of the risk of exposure to the Disease while I participate in the Program.
3. I also understand and acknowledge that such exposure or infection may result in illness, personal injury, permanent disability, or death to myself, or other persons. I acknowledge that this risk may result or be compounded by the actions, omissions, or negligence of myself or others, including but not limited to, The Salvation Army, Program employees, volunteers, and Program participants and their families.
4. Notwithstanding the risks associated with the Disease, I acknowledge that I am voluntarily choosing to participate in the Program. I acknowledge, agree, and represent that I have inspected and carefully considered the premises, equipment, facilities, and preventative measures related to the Program, and I find and accept same as being safe and reasonably suited for the use or participation by myself in the Program.
5. I, for myself, and my assigns, heirs, successors or agents, hereby acknowledge and accept and assume any and all risks related to the Disease associated with my participation in the Program and accept sole responsibility for any injury to myself, including but not limited, to personal injury, illness, disability, death, property damage, damage, loss, claim, liability, or expense of any kind (including attorney fees), that I may suffer arising out of or in connection with myself becoming exposed to or infected by the Disease because of my participation in the Program, whether caused by the negligence of The Salvation Army, Program employees, volunteers, and Program participants and their families or otherwise.

6. I, for myself, and my assigns, heirs, successors or agents, hereby expressly waive and release any and all claims, now known or hereafter known, against The Salvation Army, and all Officers, employees (including Program coordinators), volunteers, related parties, or organizations associated with the Program (collectively, "Releasees") on account of personal injury, illness, disability, death, property damage, damage, loss, claim, liability, or expense of any kind (including attorney fees), that I may suffer arising out of or in connection with myself becoming exposed to or infected by the Disease while I am participating in the Program, whether caused by the negligence of The Salvation Army or otherwise. I understand and agree that this release includes any claims whether a Disease infection occurs before, during, or after participation in the Program.
7. I, for myself, and my assigns, heirs, successors or agents, hereby agree to indemnify, defend, and hold harmless The Salvation Army and all Releasees from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities of whatever kind (including attorney fees) arising from any illness, personal injury, permanent disability, death, or property damages to myself as a result of the Disease.
8. This agreement is binding on and shall inure to the benefit of The Salvation Army, me, and our respective successors and assigns. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
9. I represent and warrant that I have, as of the date hereof, taken all necessary actions to authorize the execution of this agreement and have the full power, authority, and legal right to execute, deliver, and perform the respective obligations under this agreement.

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT RELATING TO CORONAVIRUS/COVID-19. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP VALUABLE LEGAL RIGHTS AS STATED HEREIN. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON MY OWN BEHALF, AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT.**

Participant Name: \_\_\_\_\_ (Please Print)

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

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

Witness Name: \_\_\_\_\_ (Please Print)

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

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