

## **COVID-19 ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

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.

**Acknowledgement:** I, \_\_\_\_\_ understand and acknowledge that I am aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19/Coronavirus.

**Assumption of Risk:** I understand that COVID-19/Coronavirus poses inherent risks that cannot be fully eliminated regardless of the care or precautions taken. As such, I hereby assert and agree that my participation in any LEAD Brevard, Inc. ("LEAD") program/event is voluntary and that by participating I knowingly assume any and all risks related to COVID-19/Coronavirus.

**Waiver of Liability:** In consideration of my participation in the above-referenced LEAD program, I, for myself, my heirs, personal representative and assigns, do hereby release, covenant not to sue, waive, and discharge LEAD, it's directors, officers, employees, volunteers, sponsors and agents from liability from any and all claims related to COVID-19/Coronavirus.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold harmless LEAD, its directors, officers, employees, volunteers, sponsors and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees related to COVID-19/Coronavirus.

**Severability:** The undersigned further expressly agrees that this acknowledgment, assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Agreement:** I agree and consent to comply with all preventative measures required and requested by LEAD for the above-referenced program, including but not limited to, temperature checks, masks and hand washing. I understand that failure to comply with any request from LEAD in relation to preventative measures may result in my expulsion from a program event, without reimbursement of any costs paid for the event.

**Acknowledgement of Understanding:** I have read this acknowledgement, assumption of risk, waiver of liability, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability related to COVID-19/Coronavirus to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date