

Waiver of Liability and Indemnification Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, the United States Government, and the State of Texas. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Greg Abbott, The Governor of Texas has released ongoing Orders related to Covid-19. In parallel with the Governor, individual Counties and Texas Cities have also released Orders with respect to operation of local government, industries, businesses, social events, and venues. These Orders control under Texas law and WUMC agrees that it will comply with all Federal, State, and local Orders and guidelines in effect at the time of usage of any WUMC premises

Westlake United Methodist Church (“WUMC”) cannot prevent its members, visitors, participants, or employees of WUMC from becoming exposed to, contracting, or spreading COVID-19 while utilizing WUMC’s services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize or attend WUMC services and/or enter onto WUMC’s premises, you may be exposing yourself and any other participants, members, or employees and/or increasing participants, members, and/or employees’ risk of contracting or spreading COVID-19.

1. **ASSUMPTION OF RISK:** **The undersigned hereby acknowledges that they have read and understood the above warnings concerning COVID-19. The undersigned hereby chooses to accept the risk of using or attending WUMC’s premises including but not limited to yourself, participants, sponsors, members, employees, volunteers, officials, family members, and the public of contracting COVID-19 in order to utilize WUMC’s services and enter WUMC’s premises as described above.** The services rendered by WUMC are of such value to the undersigned that the undersigned accepts the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize WUMC’s services and/or premises in person. Furthermore, the undersigned agrees that he/she will accept the sole responsibility and duty to prevent the spread of COVID-19 while at WUMC’s services or premises and use good faith, good judgment, due diligence and reasonable care in their actions and follow all Federal, State and Local orders, rules, and guidelines regarding COVID-19.
2. **WAIVER OF LAWSUIT/LIABILITY:** **The undersigned hereby forever releases, covenants not to sue WUMC, and waives any and all rights to bring any legal action, lawsuit and/or claims against WUMC and its parent or related affiliates, owners, officers, directors, members, managers, officials, trustees, agents, employees, volunteers, sponsors, attorneys, insurers, and/or other representatives or affiliates of WUMC in connection with any exposure, infection, injury, illness, death, and/or spread of COVID-19 that is in any way and/or even remotely related to utilizing WUMC’s services and/or premises. The undersigned understands that this waiver means the undersigned waives and gives up any right to bring any legal action, lawsuit and/or claims against WUMC including claims for personal injuries, illness, death, injury, disease or property damage or losses, or any other loss, including, but not limited to claims of negligence and/or gross negligence and gives up any claim or rights he/she may have to seek damages, whether known or unknown, foreseen or unforeseen.**

3. **INDEMNIFICATION & HOLD HARMLESS:** THE UNDERSIGNED ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES (WUMC AND IT'S OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OFFICIALS, TRUSTEES, AGENTS, EMPLOYEES, VOLUNTEERS, SPONSORS, ATTORNEYS, INSURERS, RELATED OR AFFILIATED ENTITIES AND/OR OTHER REPRESENTATIVES) FROM ANY AND ALL CLAIMS MADE AGAINST THEM WHICH ARE RELATED IN WHOLE OR IN PART BY THE UNDERSIGNED'S USE OR ATTENDANCE AT WUMC'S SERVICES, PREMISES AND/OR FACILITIES. THE UNDERSIGNED AGREES THAT HE/SHE THE OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WUMC/RELEASEES AND THAT THE DUTY TO DEFEND INCLUDES THE PAYMENT OF ALL REASONABLE AND NECESSARY ATTORNEYS' FEES, EXPENSES, AND COURT COSTS INCURRED IN INVESTIGATING AND RESPONDING TO ANY SUCH CLAIMS AND INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS MADE AGAINST WUMC, INCLUDING IT'S OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OFFICIALS, TRUSTEES, AGENTS, EMPLOYEES, VOLUNTEERS, SPONSORS, ATTORNEYS, INSURERS, RELATED OR AFFILIATED ENTITIES AND/OR OTHER REPRESENTATIVES.
4. **CHOICE OF LAW:** The undersigned understands and agrees that the laws of the STATE OF TEXAS will apply to this contract, release, and indemnification agreement.
5. **SEVERABILITY:** If any portion of this agreement is interpreted by a competent court to be unlawful or unenforceable, then such part shall be removed, and the remaining provision of this agreement shall continue in full legal force and effect.

BY REGISTERING FOR THIS EVENT THE INDIVIDUAL ACKNOWLEDGES ON BEHALF OF THEMSELVES AND THOSE THEY REGISTER FOR THAT THEY AND ALL REGISTRANTS HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND AGREEMENT, AND FREELY AND KNOWINGLY ASSUMES THE RISK AND WAIVES THEIR RIGHTS CONCERNING LIABILITY AND INDEMNITY AS DESCRIBED ABOVE.