**COVID-19 THIRD PARTY AGREEMENT,**

**RELEASE AND WAIVER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_ Episcopal Church**

(DRAFT 07/01/20)

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact.

**Even if \_\_\_\_\_\_\_\_\_\_\_ Episcopal Church complies with all applicable laws, regulations, rules and orders, you, your child(ren) and other family members may still become infected with COVID-19 arising from participation in the program described below by you and your child(ren). Further, participating in any such programs will likely increase your risk and your child(ren)’s risk of contracting COVID-19. Also, such participation could increase for those members of your family who are “Vulnerable Individuals,” as defined by the Governor’s Safer-at-Home Order, the risk of serious illness, injury or death from contracting COVID-19.**

**AGREEMENT**

In consideration of being permitted to participate in meetings of \_\_\_\_\_\_\_\_\_ (name of third party user group) at \_\_\_\_\_\_\_\_\_\_ Episcopal Church, I hereby agree to comply with all safety protocols, rules, regulations and guidelines published by the Church, and with all governmental laws, rules and regulations, as modified from time to time. If I fail to comply with the any of the foregoing, I understand that permission for me to participate will be immediately withdrawn. I also agree to follow all posted instructions and verbal instructions by the Church staff with respect to any of the foregoing.

**RELEASE AND WAIVER:**

By signing this Release and Waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in any meetings or programs at \_\_\_\_\_\_\_\_ Episcopal Church (the “Church”) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in any of such programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, officials, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks related to exposure to COVID-19 and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at, or participation in, such programs (“Claims”).

I hereby release, covenant not to sue, discharge, and hold harmless the Church, the Episcopal Diocese of Colorado (the “Diocese”), and their employees, officials, volunteers, agents, and representatives, of and from the Claims, including all liabilities, causes of action, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this Release and Waiver applies to any Claims based on the actions, omissions, or negligence of the Church and the Diocese, and their employees, agents, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program or activity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Printed name of Participant or Parent/Guardian of Participant if a minor)

\_\_\_\_\_\_\_\_
Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Signature of Participant or Parent/Guardian of Participant if a minor)

\_\_\_\_\_\_\_\_
Date