

Release of Liability and Assumption of Risk Agreement in Regard to COVID-19

In exchange for Elmhurst Christian Reformed Church, an Illinois religious organization ("ECRC"), allowing me and/or my minor child/children to participate in _____ ("Activity"), I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), agree to be bound by this Release of Liability and Assumption of Risk Agreement in Regard to COVID-19 ("Release"), as follows:

ASSUMPTION OF RISK: The novel coronavirus ("COVID-19") has been declared a pandemic by the World Health Organization and various governmental entities. I acknowledge that individuals with preexisting conditions such as cardiovascular disease, respiratory disease including asthma, diabetes, and immunocompromised are at an increased risk of severe illness if COVID-19 is contracted. I understand that any pre-existing illness increases the implied risk of COVID-19. My participation in the Activity could increase my risk and/or my child(ren)'s risk of contracting COVID-19. ECRC cannot prevent me or my child/children from becoming exposed to, contracting, or spreading COVID-19 while participating in the Activity. It is not possible to prevent against the presence of COVID-19. Therefore, by choosing to participate in the Activity, I acknowledge that I, my child(ren), and/or family member may be exposed to and/or at increased risk of contracting or spreading COVID-19. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, my child/children, and/or other family members in order for me and my child/children,

(Name of Minor Child/Children) ("Minor")

to participate in the Activity. By signing this agreement, I acknowledge the contagious nature of COVID-19 and that my child(ren) and I may be exposed to or infected by COVID-19 by attending and/or being present at the Activity, and/or by participating in the Activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

VOLUNTARY PARTICIPATION: I understand and confirm that my participation in the Activity and/or my service as a volunteer in connection with the Activity is voluntary.

COMPLIANCE WITH LAW/INSTRUCTIONS: I recognize the importance of complying with all applicable laws, regulations, and guidance, and ECRC policies, procedures, and instructions regarding participation in the Activity. Specifically, I, on behalf of Minor and myself, agree that we will comply with all ECRC instructions relating to health and safety precautions (for example, social distancing, face coverings, hand washing, sanitization, temperature and symptom checks, and contact tracings).

REPORTING OF SYMPTOMS/SICK POLICY: I agree that I and/or the Minor will not attend the Activity if I/he/she is experiencing any symptoms of COVID-19 and acknowledge that I/Minor will be prohibited from attending the Activity if I/he/she displays any symptoms of COVID-19 or tests positive for COVID-19. Any person with a fever may not return to the Activity until he/she is not experiencing fever and/or other COVID-19 symptoms for a 48-hour period after the first occurrence of fever. I agree that in the event that someone in my immediate household tests positive for COVID-19 or demonstrates COVID-19 symptoms, I/Minor will remain home for 14 days after initial exposure to that individual.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive, to the fullest extent permitted by law, my right, and to bring suit against ECRC and its members, Senior Leadership Team, Elders, Deacons, employees, agents, attorneys, staff, volunteers, representatives, predecessors, successors, assigns, and other representatives (collectively, "Releasees") in connection with exposure, infection, and/or spread of COVID-19 related to the Activity (collectively, "Claim"). I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

INDEMNIFICATION: I agree to indemnify and to hold harmless the Releasees from any Claim or expense, including reasonable attorneys' fees for the legal counsel of ECRC's choice in any way connected with a Claim, including the cost of defending any Claim released or waived by this instrument that I, or any member of my family, including but not limited to the Minor named herein, might make, or that might be made on my behalf, or on behalf of any member of my family.

CHOICE OF LAW: I understand and agree that the law of the State of Illinois will apply to this Release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY, KNOWINGLY, WITHOUT ANY INDUCEMENT ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

(Adult Participant Name – Printed) (Adult Participant Signature) (Age) (Date)

(Adult Participant Name – Printed) (Adult Participant Signature) (Age) (Date)

FOR PARENTS/GUARDIANS OF PARTICIPANT UNDER AGE 18 (MINOR) AT TIME OF ACTIVITY

This is to certify that I, as parent/guardian with legal responsibility for the Minor, do consent and agree to his/her release as provided above of the all the Releasees from any and all liability incidents to the Minor's involvement in the Activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES to the fullest extent permitted by law (all parents/guardians must sign below).

(Parent/Guardian Name – Printed) (Parent/Guardian Signature) (Date)

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