

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Kil's Tae Kwon Do #9 has put in place preventative measures to reduce the spread of COVID-19 (including following local, state, and federal guidelines for cleaning/sanitation and social distancing); however, Kil's Tae Kwon Do #9 cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19 or other infectious diseases.

READ CAREFULLY BEFORE SIGNING

In consideration of my continued participation in activities at Kil's Tae Kwon Do #9, I voluntarily sign this agreement. By signing this agreement, **I acknowledge the contagious nature of COVID-19 and other infectious diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 or other infectious diseases by participation; 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 or other infectious diseases at Kil's Tae Kwon Do #9 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Kil's Tae Kwon Do #9's employees, volunteers, and program participants and their families. I agree that the Membership Agreement is modified by the terms contained herein, and that the terms of the Membership Agreement, including its indemnity, assumption of risk, and waiver of liability terms, are incorporated into this document by reference.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Kil's Tae Kwon Do #9. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Kil's Tae Kwon Do #9, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Kil's Tae Kwon Do #9, its employees, agents, and representatives, whether a COVID-19 infection or other infectious disease occurs before, during, or after participation at Kil's Tae Kwon Do #9.

I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree I will practice safe social distancing and clean hygiene during my participation at Kil's Tae Kwon Do #9. By participating in activities at Kil's Tae Kwon Do #9, I am affirmatively certifying the following before each such activity:

- I (as well as my household members) do not currently have any symptoms of COVID-19 (fever or chills/fatigue/cough/shortness of breath or difficulty breathing/fatigue/muscle or body aches/headache/loss of taste or sense of smell/sore throat/congestion or runny nose/nausea/diarrhea) nor have experienced any such symptoms in the past 14 days;
- I (as well as my household members) have not been diagnosed with COVID-19 in the past 30 days;
- I (as well as my household members) have not been knowingly been exposed to anyone diagnosed with COVID-19 in the past 30 days; and
- I (as well as my household members) have not traveled outside the state or to any city considered to be a “hot spot” for COVID-19 infections in the past 30 days.

By signing this document, I agree that if I am exposed or infected by COVID-19 or other infectious disease during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

(Member name/signature)

Date