



Harvey Cedars Bible Conference COVID-19 Waiver of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. 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 even possibly 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.

Harvey Cedars Bible Conference ("HCBC") cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing HCBC's facilities or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize HCBC's facilities and premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK. Guest has read and understood the above warning concerning COVID-19. Guest, on behalf of himself/herself and if applicable his/her child(ren), expressly understands and agrees that Guest's use of HCBC facilities and premises presents known and inherent risks to Guest [and his/her child(ren)] regarding any potential and/or actual infection of COVID-19 and/or any related illness, the result of which may be both serious and minor, including but not limited to, cough, fever, pneumonia, hospitalization, and death. Guest is responsible for evaluating the risks that he or she may face. Guest has done so, and by signature below and engaging in HCBC activity, in exchange for the opportunity to voluntarily participate in HCBC and HCBC activity, has assumed the risks and is responsible for his or her actions. HCBC activity, and accessing HCBC's facilities and premises are of such value to Guest [and his/her child(ren)] that Guest accepts the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize HCBC facilities and premises in person. Guest further recognizes, understands, and agrees that HCBC assumes no responsibility for any liability, damage, or injury relating to or resulting from COVID-19 that may be caused by the negligent, grossly negligent, or willful acts or omissions committed prior to, during, or after use of HCBC's facilities and premises by Guest.

ACKNOWLEDGMENT OF SAFETY MEASURES TO BE UTILIZED BY GUEST AND HCBC. HCBC hereby acknowledges that it will seek to take certain safety measures to help prevent, as best it reasonably can, infection or spread of COVID-19. Such safety measures include the following: cleaning and disinfecting publicly used spaces, wearing gloves when cleaning and disinfecting, maintaining social distancing from Guest, its employees, visitors, and guests, and wearing face masks when in the company of Guests. HCBC will also stay apprised of any recommendations of the CDC, and any guidelines provided by the New Jersey and Ocean County health departments, and will consider further action accordingly. Further, HCBC may remove any safety measures listed herein once the CDC or the United States, New Jersey, Ocean County, or Borough of Harvey Cedars deem such measures are no longer necessary. Guest acknowledges that it will also take certain safety measures to help prevent, as best it reasonably can, infection or spread of COVID-19. Such safety measures include: ensuring that Guest does not have any symptoms of COVID-19 prior to entrance onto or use of HCBC's facilities and premises, use of handwashing and hand sanitizer on a regular basis while on the HCBC's premises, maintaining social distancing, and proper use of face masks when in the company of others. In the event that the CDC recommends additional safety measures, Guest agrees to pursue utilization of such safety measures upon verbal or written request of HCBC.

INDEMNIFICATION AND HOLD HARMLESS. Guest specifically understands that he or she is personally responsible for his or her actions and omissions, and any resulting sicknesses or injuries relating to or resulting from COVID-19 and agrees to indemnify, defend, and hold harmless, including from reasonable attorneys' fees and/or any other associated costs, HCBC, and its predecessors, successors, assigns, officers, directors, trustees, faculty, employees, volunteers, agents, and legal representatives, from any and all actions, claims, or demands that Guest, and assigns, have or may have for any and all sicknesses or injuries relating to or resulting from COVID-19, Guest may suffer or sustain, regardless of cause or fault, as a result of his/her voluntary decision to utilize the facilities and premises of HCBC, caused by any act or omission of HCBC and/or Guest, its employees, visitors, and guests resulting from utilizing the facilities and premises of HCBC.

WAIVER OF CLAIMS. In consideration of being allowed to utilize HCBC's facilities and premises, Guest (referred to herein as "Releasor"), hereby forever waives any and all claims, demands, damages, actions, or suits, in law or in equity, whether heretofore or hereafter accruing, or whether now known or not known to the parties, which may arise from any negligent act or omission of HCBC, or its predecessors, successors, assigns, officers, directors, trustees, faculty, employees, volunteers, agents, or legal representatives (collectively referred to herein as "Releasees"), including but not limited to claims for negligence, personal injury, and mental anguish, for or because of anything done or omitted, or suffered to be done, directly or indirectly related to Guest's use of and entrance upon HCBC's facilities and premises relating to or resulting from possible or actual exposure to COVID-19. Releasor further waives any and all liability of Releasees for their negligence causing any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Guest's use of and entrance upon HCBC's facilities and premises. Releasor acknowledges and agrees that Releasees assume no responsibility for any liability, damage, or injury that may be caused by the negligent acts or omissions committed prior to, during, or after Guest's use of and entrance upon HCBC's facilities and premises. By signing this agreement Releasor is giving up legal rights.

This agreement shall be governed by the law of New Jersey.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Guest Name (printed): _____

Guest Signature: _____

Date: _____

If Guest is under 18 years of age:

Parent/Guardian Name (printed): _____

Parent/Guardian Signature: _____

Date: _____