

MEMORANDUM

TO: Local Churches of the Peninsula-Delaware Annual Conference
FROM: Peninsula-Delaware Annual Conference Leadership
DATE: May 2020
RE: Sample Liability Waiver

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** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

[Insert Church Name] (“**Church**”) has put in place preventative measures to reduce the spread of COVID-19; however, **Church cannot guarantee** that I or my child(ren) will not become infected with COVID-19 while present in our facilities. Further, me and my children’s presence in church facilities **could increase your risk and your child(ren)’s risk of contracting COVID-19.**

By signing this agreement, 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 being present in church facilities 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 at Church may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Church employees, volunteers, members, attendees and others present in Church facilities.

IN CONSIDERATION FOR BEING PERMITTED TO USE CHURCH FACILITIES, I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS 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 OUR PRESENCE IN CHURCH FACILITIES (“CLAIMS”). ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CHURCH, ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS 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 THE CHURCH ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER OUR PRESENCE IN CHURCH FACILITIES.

List the names and ages of all children (if any) covered by this Waiver:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

If I have listed any children above, I certify that I am the legal parent or guardian of such children and have the legal authority to sign this document on my children's behalf.

Signature: _____

Print Name: _____

Date: _____

Witness Signature: _____

Print Name of Witness: _____