

FIRST UNITED METHODIST CHURCH MISSOURI CITY WAIVER/RELEASE FOR COMMUNICAL DISEASES INCLUDING COVID-19

V1 8/5/2020

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of participation in any campus learning and extra-curricular activities at First United Methodist Church Missouri City of the 2020-2021 school year and any related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza and COVID-19. While particular rules and personal discipline may reduce the risk, the risk of serious illness does exist; and:
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation on regard to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS First United Methodist Church Missouri City, its officers, officials, agents, trustees, faculty/staff, volunteers, and/or employees, other participants; and students ("RELEASES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASES OR OTHERWISE, to the fullest extent permitted by law.
5. In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including Fort Bend County. In accordance with the most recent guidelines and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Texas Department of State Health Services and Governor Abbott's Executive Orders, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such student shall attend First United Methodist Church Missouri City educational activities and/or extra-curricular activities within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, (iii) exposure to any person who has a suspected or confirmed case of COVID-19, or (iv) experiencing symptoms of possible COVID-19. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor student will attend First United Methodist Church Missouri City if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify First United Methodist Church Missouri City immediately if he or she believes that any of the forgoing symptoms apply.
6. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS First United Methodist Church Missouri City, its directors, officers, employees, trustees, faculty, staff, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating student or person is in, upon, or about the premises or any other educational activities and/or extra-curricular activities. The undersigned understands and agrees that First United Methodist Church Missouri City is not required to provide insurance to cover the undersigned or such participating

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student in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon or about the premises or any facilities therein or participating in First United Methodist Church Missouri City educational activities and/or extracurricular activities.

- 7. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM FIRST UNITED METHODIST CHURCH MISSOURI CITY IN CASE OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 (AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM). I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) AND I REPRESENT AND WARRANT TO THE FIRST UNITED METHODIST CHURCH MISSOURI CITY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).**

Name of student _____ Student signature: _____

FOR STUDENTS/GUESTS OF MINORITY AGE (UNDER THE AGE OF 18 AT THE TIME OF SIGNING)

This is to certify that I as parent/guardian, with legal responsibility for this student, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian _____ Parent/guardian signature: _____

Date of Signature: _____