Waiver of Liability and Release Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19 (which term includes any related virus, either known now or subsequently discovered), has been declared a worldwide pandemic by the World Health Organization, and has been recognized as such by the Centers For Disease Control (CDC). 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, through the air, and, possibly, through contact with certain surfaces and objects, or other means. People reportedly can be infected and show no symptoms, and therefore may spread the disease without their knowledge. The exact methods of spread and contraction are currently unknown, and there currently is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause death or serious illness.

The Cathedral Church of St. John The Divine (“the Cathedral”) cannot guarantee that you or others you may come into contact with will not be exposed to, contract, or spread COVID-19 while utilizing our services or premises. It is not possible for us to prevent entirely against the presence of the disease. Therefore, if you choose to use our services and/or enter onto our premises, it is possible that you may be exposing yourself, and/or increasing your risk of, contracting or spreading COVID-19.

By entering into this waiver, you are acknowledging that you voluntarly seek services provided by the Cathedral and acknowledge that you may be increasing your risk of exposure to Coronavirus/COVID-19. You also acknowledge that you are and will comply with all applicable procedures to reduce the possibility of contracting or spreading COVID-19 while utilizing the services or premises of the Cathedral.

Given these facts, you confirm that:

- You not currently experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- You have not traveled internationally within the last 14 days.
- You have not traveled to a highly-impacted area within the United States of America in the last 14 days.
- You do not believe you have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- You have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- You are following all CDC recommended guidelines as much as possible and limiting your exposure to the Coronavirus/COVID-19 as much as possible, including through the wearing of a face mask.
ASSUMPTION OF RISK: I hereby confirm that I have read and understood the above warning and acknowledgements concerning COVID-19. As a result, and in order to utilize the Cathedral’s services and enter its premises, I accept the risk of the possibility of contracting COVID-19 and the possibility that I may transmit it to others. These services are of such value to me that I accept this risk in order to utilize the Cathedral’s services and premises.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Cathedral and/or its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with possible exposure, infection, and/or spread of COVID-19 related to utilizing the Cathedral’s services and premises. In particular, I release and agree to hold the Cathedral and any of it representatives harmless from, and waive on behalf of myself, my heirs, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that relate to COVID-19 and that may be caused by any act, or failure to act (other than reckless or intentional acts or failure to act) by the Cathedral and any of it representatives, or that may otherwise arise in connection with any services received from the Cathedral. I understand that this release discharges the Cathedral from any such liability or claim that I, my heirs, or any personal representatives may have against the Cathedral and any of it representatives with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the Cathedral, whether known or unknown, foreseen or unforeseen.

I also agree to indemnify, defend, and hold harmless the Cathedral from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released parties due to injury, loss, or death from or related to COVID-19.

I understand and agree that the law of the State of New York will apply to this contract.

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

Signature: ___________________________ Date: ____________
Name (printed): ____________________________

(In the case of a minor): I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and Release.

Signature: ___________________________ Date: ____________
Name (printed): ____________________________ Child’s Name (printed): ____________________________