



Coronavirus/COVID-19 Liability Release Waiver

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact through respiratory droplets. 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.

The Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc., sponsors of the Sunshine Campus Trail Mix 5K on Sunday, October 11, 2020, are putting in place preventative measures to reduce the spread of COVID-19 during this event. Specifically, the following rules will apply to all participants in this event:

- Social distancing (maintaining at least a 6-foot distance between participants and other non-related participants) will be required at all times.
- All participants will be required to wear properly approved face masks (face masks with valves will not be permitted).
- Any participant wishing to pass anyone must signal their intent to pass, and participants will move to the side and provide as much space between participants as possible, with heads turned away from each other.
- Any participant who stops along the way must move at least 6-feet from the trail, with their back to the trail.
- Participants will not be permitted to run/walk side-by-side, and should try to maintain a single file of participants except when passing.
- Participants should maintain at least a 10-foot distance between themselves and the participant in front of them.
- As we get closer to the event, additional rules may apply based on government regulations.

Any participant who does not follow these rules will be asked to discontinue participation in the event and will be required to leave the premises, and all family members of that participant will also be asked to discontinue participation, either as a runner/walker or as an onlooker, and also to leave the premises. Even if these rules are followed by everyone at this event, Rochester Rotary Club and

Rochester Rotary Charitable Trusts, Inc. cannot guarantee that you or your child(ren) will not become infected with COVID-19 if you participate in this event. Further, participation in this event 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 participating in the Sunshine Campus Trail Mix 5K, 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 the Sunshine Campus Trail Mix 5K may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc. employees, volunteers, and program participants and their families. 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 with my or my child(ren)'s participation in the Sunshine Campus Trail Mix 5K ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc., its employees, agents, representatives and volunteers, 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 Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc., its employees, agents, representatives and volunteers, whether a COVID-19 infection occurs before, during, or after participation in the Sunshine Campus Trail Mix 5K.

In consideration of my (and my child(ren)'s) participation in the foregoing, and after reading the foregoing paragraphs, the undersigned acknowledge and agree to the following: (initial each statement if true)

_____ I am aware of the existence of the risk on my (or my child(ren)'s) physical health and appearance to the virus and that participation in the Sunshine Campus Trail Mix 5K may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.

_____ I (and my child(ren)) has/have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within 14 days.

_____ I (and my child(ren)) have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.

_____ I (and on behalf of my child(ren)) understand the social distancing and face mask requirement, as well as the other rules set forth above, and I further understand that if I (or my child(ren)) disobey any of these rules, I and my entire family may be prevented from participating in this event or watching this event, and will need to leave the grounds immediately.

_____ I did not, nor any member of my household, visit any area within the United States that has been reported to be highly affected by COVID-19, in the last 30 days.

_____ I (and my child(ren) have not been, nor any member(s) of my household, diagnosed to be infected with COVID-19 virus within the last 30 days.

_____ I am fully and personally responsible for my own and my child(ren)'s safety and actions while and during my and my child(ren)'s participation in the Sunshine Campus Trail Mix 5K, and I recognize that we may be at risk of contracting COVID-19.

_____ With full knowledge of the risks involved, I hereby release, waive, discharge Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc., its employees, agents, representatives and volunteers from any and all liabilities, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me, my child(ren), or my family related to COVID-19 while participating in the Sunshine Campus Trail Mix 5K while in, on, or around the premises known as the Sunshine Campus or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

_____ I agree to indemnify, defend and hold harmless Rochester Rotary Club and Rochester Rotary Charitable Trusts, Inc., its employees, agents, representatives and volunteers, from and against any 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.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and I understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent on my own behalf and on behalf of my child(ren); that I have been sufficiently informed of the risks involved; that I give my voluntary consent in signing this as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Date: _____, 2021 Participant's Name:

[Signature]

[PLEASE PRINT NAME]

Child(ren)'s Name:

[PLEASE PRINT NAME]

[PLEASE PRINT NAME]

[PLEASE PRINT NAME]

[PLEASE PRINT NAME]