

## COVID-19 WAIVER & RELEASE

This COVID-19 Waiver and Release Agreement (this “**Agreement**”) executed as of the date of signature specified below by the participant (herein referred to as Participant) as it pertains to attendance at Senior Enrichment Day dated June 22, 2022, and related activities (the “Event”).

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, and the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly through the air. People reportedly may be infected and show no symptoms and yet may still be capable of spreading the disease. The exact methods of spread and contraction are not fully understood. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**Despite reasonable measures taken by Mecosta County Senior Center Board of Directors, Inc., Draves & Associates, and their respective employees, Executive Committees, boards, officers, agents, and representatives (collectively, the “Sponsors”) and the venue, cannot guarantee that you may not be exposed to or contract COVID-19 while attending the Event and/or entering the premises where conference events and related activities are held, or as a result of your travel to/from the Event. Therefore, if you choose to attend the Event and enter the premises where the Event is held, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend the Event and enter the conference premises.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant agree as follows:

1. COVID-19 Release.
  - a. Participant acknowledges the contagious nature of COVID-19, including the difficulty in being able to definitively determine the source of infection in most cases, and voluntarily assumes the risk that they may be exposed to or infected by COVID-19 while attending the Event and that such exposure or infection may result in personal injury, illness, permanent disability, or death (each, a “**COVID-19 Injury**”).
  - b. As between Participant and Sponsors, Participant hereby releases, covenants not to sue, discharges, indemnifies, and holds harmless Sponsors from any Participant claim related to a COVID-19 Injury that may be incurred in connection with attending the Event, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto (collectively, “**COVID-19 Claims**”), whether or not a COVID-19 Injury to Participant occurs before, during, or after attending the Event even to the extent that exposure results from the actions, omissions, or negligence of Sponsors.
  - c. Participant agrees to abide by any policies and procedures implemented by the Event or its Sponsors from time to time intended to promote a safe and healthy environment but agrees that the implementation thereof shall not limit the provisions of this Paragraph 1 (a) and (b) above.
2. Compliance With Law and Regulations. Participant agrees to comply with the laws of Michigan, as well as all federal and local laws, regulations, Executive Orders, and ordinances in effect at the time of the Event, including without limitation any guidance issued with regard to physical distancing, the use of personal protective equipment, hygiene, cleaning and disinfection, and screening.

3. Everyone who has presumed or confirmed COVID-19 should stay home and isolate from other people for at least 5 full days (day 0 is the first day of symptoms or the date of the day of the positive viral test for asymptomatic persons). They should wear a mask when around others at home and in public for an additional 5 days. People who are confirmed to have COVID-19 or are showing symptoms of COVID-19 need to isolate regardless of their vaccination status, per CDC guidelines.
4. Participation in the conference includes possible exposure to and illness from infectious diseases including but not limited to COVID-19 and you knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19. You are encouraged to wear a mask if you are unvaccinated or based on your personal comfort. All other rules of the venue must be followed.
5. Governing Law. This Agreement shall be deemed to have been executed, substantially performed, and delivered within the State of Michigan, and governed by, the laws of the State of Michigan without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Participant executed on the date of signature stated below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_