

THIS IS A RELEASE OF LIABILITY

READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING

**CORONA VIRUS/COVID 19
ACTIVITY PARTICIPATION ASSUMPTION OF RISK, RELEASE
WAIVER, AND DISCHARGE**

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, prohibited congregation of groups of people and the wearing of masks. It is believed that an asymptomatic individual can be infected and transmit COVID-19 without their knowledge.

Quiltagious Quarters has put in place preventative measures to reduce the spread of COVID-19; however, Quiltagious Quarters cannot guarantee that you or anyone else will not become exposed to or infected with COVID-19 as a result of participating in a retreat or activity at our location. Participation in a retreat or activity at Quiltagious Quarters could increase the risk of contracting COVID-19.

I understand that due to the COVID-19 outbreak that Quiltagious Quarters is taking precautions with the care of each attendee to include a health history review. I am aware that symptoms of COVID-19 include, but are not limited to, Fever, Fatigue, Dry Cough and Difficulty Breathing.

I agree to the following:

- a) I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms above within the last 14 days;
- b) I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the last 30 days;
- c) I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days;
- d) I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections by the CDC within the past 30 days;
- e) I understand that Quiltagious Quarters cannot be held liable for any exposure to the COVID-19 virus cause by misinformation on this form or the health history provided by each attendee.

By signing below, I agree to each statement above.

1. I understand the hazards of the novel coronavirus (COVID-19) and am familiar

with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I hereby acknowledge, I hereby willingly choose to participate in the retreat or activities of Quiltagious Quarters.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the retreat or activity and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Quiltagious Quarters, or Quilt Mercantile, their owners, officers, directors, agents, employees and assigns (the **RELEASEES**) from any liability related to COVID-19 which might occur as a result of my being on the premises and/or participating in the retreat or activity.
4. I shall indemnify, defend and hold harmless the **RELEASEES** from and against any and all claims, demands, suits, judgments, losses expenses of any nature whatsoever (including without limitation, attorney's fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above named **RELEASEES**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Texas. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE RETREAT OR ACTIVITY.**

Signature of Participant

Date

Printed Name of Participant