

## WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF RISK AND COVID-19 AGREEMENT

\_\_\_\_\_ The undersigned (referred to as “I” or “me” or “my”) desires to enter, observe, and participate in activities available at First Baptist Church of Cocoa, Florida, Holding Corporation, Inc. (**FBC**). These activities include, but are not limited to, co-op classes, celebrations, dining, recreational activities such as pickle-ball, basketball, paddleball, table tennis, aerobics and other activities and special events (collectively, the “**Activities**”) at FBC. As lawful consideration for being permitted by FBC to, among other things, access and use FBC’s premises and participate in Activities, I expressly agree to all of the terms and conditions set forth in this *Waiver and Release of Liability, Indemnification, Assumption of Risk and COVID-19 Agreement* (“**Agreement**”).

### **ACKNOWLEDGEMENT OF COVID-19 DISEASE AND RISK OF INFECTION.**

\_\_\_\_\_ By signing this Agreement, I acknowledge that the novel coronavirus disease 2019 (“**COVID-19**”) is extremely contagious and is thought to spread mainly from person to person when a person infected with COVID-19 coughs, sneezes, or speaks, and that spread is more likely when people are in close contact with one another. I am fully aware and understand that federal, state, and local governments and health agencies recommend social distancing and have, in many locations such as Florida, prohibited groups of people from congregating in public. I acknowledge, represent, and warrant that I have not, at any time during the last 14 days: (a) Experienced any symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath; (b) Traveled internationally or been on a cruise ship; (c) Been diagnosed with or suspected of having COVID-19; and (d), To my knowledge, come into contact with any person who has a suspected or confirmed case of COVID-19. I acknowledge that even with FBC taking preventative measures to limit the spread of COVID-19, **FBC cannot guarantee that I or any other guest will not become infected with COVID-19 and that entering FBC’s premises may increase my risk of contracting COVID-19.**

### **ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY.**

\_\_\_\_\_ I am fully aware that there are a number of risks associated with me accessing and using FBC’s premises, participating in Activities during the COVID-19 pandemic, including without limitation: (a) I or other visitors may be exposed to or infected by COVID-19 or other similar respiratory illnesses, viruses, or diseases by accessing or using FBC’s premises, or participating in Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, or death; (b) I or other visitors will be subject to normal risks associated with accessing and using FBC’s premises and participating in Activities such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, exposure to conditions of inclement weather, food poisoning, or allergic reactions, physical or verbal altercations with FBC personnel or other visitors, theft or vandalism, automobile accidents in or around FBC, or fires or other disasters affecting FBC; (c) I understand and agree that neither FBC, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with Activities which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not; and (d) I understand that participation in Activities involves the risk of injury, illness, or death. I acknowledge these risks and affirm that I am willing to assume responsibility should injury, illness, or death result. I further understand that before participating in Activities I should consult a physician for advice. I knowingly and freely, accept and assume any and all such risks, both known and unknown, relating to accessing and using FBC’s premises and participating in Activities as described above, whether caused by the negligence of FBC or otherwise. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of FBC, FBC employees or agents, volunteers, visitors, or any other third parties on FBC’s premises. I, therefore, for and on behalf of myself, and my heirs, executors, administrators, personal representatives, predecessors, successors and assigns hereby expressly release, waive, relinquish, and discharge to the fullest extent permitted by law FBC, its trustees, representatives, affiliates, predecessors, successors, and assigns, its respective present and former agents, officers, employees, and all other past or present employees, agents, and representatives (collectively the “**Releasees**”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action whatsoever, including but not limited to all claims involving in any way COVID-19, my access or use of FBC’s premises, my participation in any of the Activities, any negligent acts or omissions by any of the Releasees, myself, visitors, any third-party accessing or using FBC’s premises, or otherwise, brought or which could have been brought in a lawsuit or otherwise, any other claims against any of the Releasees which I have, had, may have, or may hereafter have, whether known or unknown, foreseen or unforeseen, and which arose from the date of my signature below until the end of time.

**EMERGENCY MEDICAL TREATMENT/COSTS/INSURANCE.**

\_\_\_\_\_ I hereby give my consent for FBC to secure emergency medical treatment for myself if I am unable to give such consent due to injury or illness. It is understood that FBC will provide no medical insurance for such treatment, and that the cost thereof will be at my expense. I understand that FBC does not provide medical insurance coverage for me for any injury or illness arising from my use of the facilities. I certify that I have, or will obtain health insurance coverage for myself and agree that I will submit any costs for treatment for any injury or illness arising from my use of the facilities through my own health insurance, or will otherwise be financially responsible for such costs.

**PHOTO CONSENT.**

\_\_\_\_\_ I hereby give FBC, and any and all employees and/or agents of FBC, the right and permission to use and/or publish photographs of me for art and promotional purposes including but not limited to, advertising, publicity, commercial or display of use. Also authorize my photos to be posted on social media, such as Facebook, Twitter, and the office's website page. I hereby release and discharge FBC and all persons functioning under FBC's permissions or authority from any legal or equitable claims including but not limited to the following: blurring of the image(s), alteration, distortion or use in composite form, libel, invasion of privacy or any claims based on the production or in the process of recording or publishing the materials.

**COVENANT NOT TO SUE AND INDEMNIFICATION.**

\_\_\_\_\_ I hereby covenant not to sue or to assert, prosecute, or maintain directly or indirectly, in any form, any such claim, charge, or cause of action against any of the Releasees with respect to any matter, cause, omission, act, or thing whatsoever occurring, in whole or in part, on or at any time prior to or after the date of the Agreement. I agree that I will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right released. I agree to indemnify, defend, and hold FBC harmless from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, or liabilities, including attorneys' fees and costs, arising either directly or indirectly from or related to any claim made by or against any of the Releasees due to any alleged injuries or damages from or related to my accessing or using FBC's premises or participating in any of the Activities, whether caused by the negligence of any of the Releasees, myself, visitors, any third-party accessing or using FBC's premises, or otherwise specifically related to COVID-19.

**INTEGRATION, VENUE, WAIVER OF RIGHT TO JURY TRIAL.**

\_\_\_\_\_ The Agreement sets forth the entire agreement between FBC and me, and fully supersedes any and all prior agreements or understandings, whether written or oral, between FBC and me pertaining to the subject matter hereof. Any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be applicable in any interpretation of the Agreement. The Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision or portion of a provision of the Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision or portion of a provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. If a dispute arises with respect to the enforcement of the Agreement, or if any legal proceeding shall be brought to enforce or interpret any provision or portion of a provision in the Agreement or to recover damages for breach of the Agreement, such action shall be brought in Brevard County, Florida, and **FBC and I expressly waive the right to a jury trial and agree that any disputes regarding the Agreement shall be tried by the Court without a jury.**

**Duration Agreement**

\_\_\_\_\_ This Agreement shall remain in force and effect through May 31, 2022.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FBC.**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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