

## Acknowledgement and Assumption of Risk

The Westside Newcomers Club is a non-profit social group whose main goal is to facilitate and coordinate social events that are centered around activities of shared interest for the fun and enjoyment of the members. The organizer and assistant organizers of the group make no claims that they are experts in the programs/activities that they coordinate. Every member who participates in any Club program must evaluate their own skill level and fitness level to determine if they can safely participate and do so solely at their own risk. By signing up for any activity, you represent that you are physically fit to attend and participate in that event and you accept full responsibility for your own health (including any pre-existing conditions), actions, and well-being during any and all activities.

### SPECIAL DISCLOSURE AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

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. Although Westside Newcomers Club will make every effort to follow state and federal guidelines for reducing the risk of transmission, the club cannot guarantee that you will not become exposed to or infected with COVID-19. By participating in club programs/activities, you acknowledge the contagious nature of COVID-19 and that exposure or infection may result in personal injury, illness, permanent disability, and death. You further acknowledge that you understand that the risk of becoming exposed to or infected by COVID-19 at the club activities may result from the actions, omissions, or negligence of yourself and/or others, and voluntarily agree to assume that risk.

By joining this group, and in exchange for the right to participate in this group's programs/activities, you voluntarily consent to accept and assume all risks associated with your participation. Participation is at your own risk. You expressly release the organization, including the program/activity organizers and leaders from any liability for accidents or incidents which may directly or indirectly arise from your participation.

## Waiver of Liability and Indemnification

In consideration for being allowed to voluntarily participate in the activities of the Westside Newcomers Club, on behalf of myself, my personal representative(s), heirs, successors and assigns, I forever agree to:

- a. **waive, release, and discharge** Westside Newcomers Club, its agents, officers, directors, and event organizers from any and all negligence and liability for my death, disability, personal injury, illness, damage to property, theft, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my membership in Westside Newcomers Club and/or participation in its meetings and activities;
- b. **indemnify, hold harmless, and defend** Westside Newcomers Club, its agents, officers, directors, and event organizers from all claims of any nature, including all costs, expenses, and attorney's fees which may in any manner result from, or arise out of this agreement, except for claims resulting from or arising out of Westside Newcomers Club's sole negligence.

The undersigned affirms that she/he is at least 18 years of age, has read this form and fully understands that by signing this form she/he is giving up legal rights and/or remedies which may otherwise be available regarding any losses that may be sustained as a result of membership and/or participation in programs/activities of the Westside Newcomers Club, and is freely signing this agreement.

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

Dated: \_\_\_\_\_

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