

COVID-19 AND COMMUNICABLE DISEASE LIABILITY WAIVER

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This COVID-19 and Communicable Disease Liability Waiver (this "**Waiver**") is entered into as of [EFFECTIVE DATE] by and between:

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ORGANIZATION ADDRESS] (the "**Organization**"); and

[PARTICIPANT NAME], an individual residing at [PARTICIPANT ADDRESS] (the "**Participant**"). If the Participant is a minor, this Waiver is signed by the Participant's parent or legal guardian (the "**Guardian**") on the Participant's behalf.

Recitals. The Participant wishes to [DESCRIBE ACTIVITY, EVENT, OR ACCESS, e.g. attend the event / enter the premises / participate in the program] (the "**Activity**") offered or hosted by the Organization. The Participant understands that communicable diseases, including COVID-19 and its variants, present an inherent risk of exposure and illness that cannot be eliminated, and the Participant wishes to proceed with the Activity notwithstanding that risk. In consideration of being permitted to participate, the Participant agrees as follows.

1. Acknowledgment of Risk

1.1 Nature of the risk. The Participant acknowledges that COVID-19 and other communicable diseases are contagious, can spread person-to-person and through contact with surfaces, and can cause serious illness, long-term health effects, or death.

1.2 Inherent and unavoidable risk. The Participant acknowledges that the risk of exposure exists in any public or shared setting and that the Organization cannot guarantee a disease-free environment despite reasonable precautions.

1.3 Voluntary participation. The Participant is voluntarily choosing to take part in the Activity with full knowledge of the risks, and accepts personal responsibility for that decision.

1.4 Informed decision. The Participant has had the opportunity to ask questions and to consult a physician about whether participation is advisable given the Participant's own health and circumstances.

2. Assumption of Risk

2.1 Assumption. The Participant knowingly and voluntarily assumes all risks related to exposure to COVID-19 and other communicable diseases arising from or connected with the Activity, including risks that may result from the acts or omissions of the Organization, other participants, staff, or third parties, to the fullest extent permitted by applicable law.

2.2 **Scope.** This assumption of risk applies before, during, and after the Activity, including travel to and from the location and use of shared facilities, equipment, and common areas.

2.3 **No reliance.** The Participant is not relying on any representation by the Organization that the location or Activity is free of communicable disease.

3. Health Representations and Protocols

3.1 **Current health.** The Participant represents that, to the best of the Participant's knowledge, the Participant is not currently experiencing symptoms consistent with COVID-19 and has not been advised to isolate or quarantine, except as disclosed in writing to the Organization.

3.2 **Compliance with protocols.** The Participant agrees to follow all health and safety protocols the Organization reasonably requires, including any screening, hygiene, distancing, masking, vaccination, or testing requirements stated in **[POLICY REFERENCE]**, and applicable public-health guidance and orders.

3.3 **Self-monitoring and notice.** The Participant agrees to monitor for symptoms, to not attend or to leave the Activity if symptomatic or after a known exposure, and to notify the Organization promptly at **[CONTACT]** if the Participant tests positive within **[NUMBER, e.g. 14]** days after the Activity.

3.4 **Right to exclude.** The Organization may deny entry to, or remove from the Activity, any person who does not meet the health requirements or who poses a reasonable risk to others, without obligation to refund any fee except as required by law.

4. Release and Waiver of Claims

4.1 **Release.** To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Organization and its owners, officers, directors, employees, volunteers, agents, and affiliates (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, and liabilities for illness, injury, disability, death, or other loss arising from exposure to or infection with COVID-19 or other communicable disease in connection with the Activity.

4.2 **Covenant not to sue.** The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under this Waiver, to the extent permitted by law.

4.3 **Limits of the release.** This release does not apply to liability that cannot be waived under applicable law, including, where applicable, the Released Parties' gross negligence, recklessness, or willful or intentional misconduct. Some jurisdictions limit the enforceability of liability waivers; this Waiver is intended to be enforced to the maximum extent the law allows.

5. Indemnification

5.1 **Indemnity.** To the fullest extent permitted by applicable law, the Participant agrees to indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by any person the Participant may have exposed, arising from the Participant's participation in the Activity or breach of this Waiver.

5.2 **Costs.** This indemnity includes reasonable attorneys' fees and costs incurred by the Released Parties in defending a covered claim, subject to applicable law.

6. Minor Participants

6.1 **Guardian authority.** If the Participant is a minor, the Guardian signs this Waiver in the Guardian's own capacity and on behalf of the minor, and represents that the Guardian has full legal authority to do so.

6.2 **Guardian obligations.** The Guardian assumes the risks described in this Waiver on behalf of the minor, agrees to the release and indemnity to the extent permitted by law, and agrees to ensure the minor follows the Organization's health protocols.

6.3 **Acknowledgment of limits.** The Guardian understands that a court may decline to enforce a release on behalf of a minor in certain jurisdictions, and signs this Waiver intending it to be enforced to the maximum extent the law allows.

7. General Provisions

7.1 **Governing law.** This Waiver is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

7.2 **Venue.** Any dispute arising from this Waiver will be brought exclusively in the state or federal courts located in [COUNTY, STATE], and the Participant consents to that jurisdiction and venue.

7.3 **Severability.** If any provision of this Waiver is held unenforceable, that provision will be enforced to the greatest extent permitted, and the remaining provisions remain in full effect.

7.4 **Entire agreement.** This Waiver is the entire agreement between the Parties on its subject and supersedes any prior understanding. It may be amended only by a writing signed by both Parties.

7.5 **Voluntary and knowing.** The Participant (and Guardian, if applicable) has read this Waiver, understands that it includes a release of legal rights and an assumption of risk, and signs it freely and voluntarily.

7.6 **Counterparts and electronic signature.** This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

I HAVE READ THIS WAIVER, UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.

PARTICIPANT	ORGANIZATION
Signature: _____	Signature: _____
Printed name: [PARTICIPANT NAME]	Printed name: [NAME]
Title: N/A	Title: [TITLE]
Date: _____	Date: _____

IF PARTICIPANT IS A MINOR — PARENT OR LEGAL GUARDIAN

PARENT / GUARDIAN
Signature: _____
Printed name: [GUARDIAN NAME]

Relationship to minor: **[RELATIONSHIP]**

Date: _____

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