

RELEASE FORM – COVID-19

WAIVER AND RELEASE

ASSUMPTION OF RISK RELATED TO CORONAVIRUS/COVID-19/CONTAGIOUS DISEASES

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, including from individuals who are asymptomatic. The virus may be subject to mutation; the term “COVID-19” as described herein includes any mutation of the virus. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations prohibited the congregation of groups of people.

Eco-Justice Center (“Eco-Justice”) has put in place preventative measures to reduce the spread of COVID-19; however, Eco-Justice cannot guarantee that you or your child/ren will not become infected with COVID-19 while attending or participating in activities at Eco-Justice.

By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child/ren and/or I, may be exposed to or infected by COVID-19 by attending or participating in activities at Eco-Justice and that such exposure or infection may result in personal injury, illness, permanent disability or even death. I understand that the risk of becoming exposed to or infected by COVID-19 at Eco-Justice may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Eco-Justice employees, volunteers, and program participants and their families. I acknowledge that, due to the inherent nature of the activities, maintaining social distancing of at least six feet apart between individuals is not always feasible.

I voluntarily agree to fully assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child/ren (including, but not limited to, personal injury, illness, disability, and death, damage, loss, claim, liability, or expense, of any kind), that I and my child/ren may experience or incur in connection with attendance at Eco-Justice or participation in Eco-Justice programming as the result of exposure to or infection by COVID-19 (the “CLAIMS”).

By signing this Waiver and Release, I certify that I and my child/ren are in good health, and are not experiencing any symptoms related to COVID-19, or any other infectious disease; and I certify that I and my child/ren will not enter Eco-Justice if we have any COVID symptoms.

If any term or provision of this Waiver and Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

ON MY BEHALF, AND ON BEHALF OF MY CHILD/REN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS ECO-JUSTICE, WHICH INCLUDES THE ECO-JUSTICE CENTER, ANY AND ALL OF ITS RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, DIVISIONS, AND AFFILIATES; AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, REPRESENTATIVES, ATTORNEYS, SUCCESSORS, AND ASSIGNS OF THE ECO-JUSTICE CENTER, AND ITS CORPORATE PARENTS, SUBSIDIARIES, DIVISIONS AND AFFILIATES (“RELEASEES”) OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF ECO-JUSTICE OR THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER ATTENDANCE AT ECO-JUSTICE OR PARTICIPATION IN ANY ECO-JUSTICE PROGRAM. IF,

DESPITE THE FOREGOING PROVISIONS, EITHER MY CHILD(REN) (OR ANYONE ON THEIR BEHALF) OR I MAKE A CLAIM AGAINST ANY OF THE RELEASEES, I HEREBY AGREE TO DEFEND AND HOLD HARMLESS THE RELEASEES FROM ANY DAMAGES, COSTS, EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES) INCURRED BY ANY RELEASEE AS A RESULT OF SUCH CLAIM, REGARDLESS OF WHETHER THE CLAIM IS BASED ON ALLEGED NEGLIGENCE OF ANY RELEASEE. I DO NOT WAIVE ANY CLAIM AGAINST A RELEASEE THAT ARISES OUT OF THAT RELEASEE'S INTENTIONAL OR RECKLESS ACTS.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. IT IS MY EXPRESS INTENT THAT THIS WAIVER OF LIABILITY 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 Wisconsin. 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 ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier and Release, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I WARRANT AND REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE CHILD(REN) IDENTIFIED BELOW AND THAT I HAVE THE LEGAL CAPACITY TO EXECUTE THIS AGREEMENT ON MY CHILD(REN)'S BEHALF.

Name of Participant(s) _____

Signature of Parent/Guardian: _____ Date _____

Contact MaryLynn Conter Strack 262-681-8527 x1 or marylynn@ecojusticecenter.org with any questions.