



ADDENDUM “C”

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

As a condition of the use of the First United Methodist Church - Land O Lakes Facilities (“PREMISES”) as defined by the Facilities Use Policy adopted by the Church Leadership Board (“ACTIVITY or ACTIVITIES”), I, on behalf of myself and as natural guardian of any minor child/children and/or guardian of any disabled adult for whom I have the capacity to contract as (“RELEASOR”), hereby acknowledge and agree that this is a full Waiver of Liability and Hold Harmless Agreement in favor of the First United Methodist Church-Land O’ Lakes and/or any of its officers, pastors, employees, members and assigns (“CHURCH”), involving all incidents, regardless of cause, arising out of the RELEASOR’S presence in or being on the premises and/or participating in the ACTIVITIES:

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. I accept full responsibility for familiarizing myself with the most recent updates. I further recognize and assume the risk that, while the CHURCH has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present. Other individuals present within the premises may be COVID-19 positive and I accept the inherent risks associated therewith by entering the premises or engaging in the ACTIVITIES. Notwithstanding the risks associated with COVID-19, including but not limited to those set forth herein, which I readily acknowledge, I hereby willingly choose to participate in the ACTIVITIES.
2. I and as natural guardian on behalf of any minor children and/or guardian for any disabled adult for whom I have the capacity to contract and, to the extent legally possible, on behalf of any others with whom I may come into contact, acknowledge and fully assume the risk of illness, injury or death related to COVID-19 and I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, OR MAKE ANY CLAIM AGAINST, the CHURCH regarding any allegations or claims that the RELEASOR, or any of these individuals, became ill or contracted COVID-19 or incurred injury, illness, death or damage of any nature whatsoever related to COVID-19, arising from the RELEASOR’S presence in or being on the premises and/or participating in the ACTIVITIES, whether due to negligence on the part of the CHURCH or not.
3. I and as natural guardian on behalf of any minor children and/or guardian for any disabled adult for whom I have the capacity to contract, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, OR MAKE ANY CLAIM AGAINST, the CHURCH regarding any allegations or claims that the RELEASOR incurred injury, illness, death or damage of any nature whatsoever, regardless of cause, which might occur as a result of the RELEASOR’S presence in or being on the premises and/or participating in the ACTIVITIES, whether due to negligence on the part of the CHURCH or not.

4. I hold the CHURCH harmless and agree to indemnify the CHURCH from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' 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 loss, damage, illness or injury alleged to have occurred on the premises, regardless of cause, as a result of the RELEASOR'S participation in the ACTIVITIES.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any heirs, assigns and representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE, OR MAKE ANY CLAIM AGAINST, the above-named CHURCH. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of FLORIDA. 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 TO THE AUTHORIZATION GRANTED BY THE CHURCH TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

6. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement; that I understand it and sign it voluntarily as my own free act and deed; that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I further represent this waiver is not in lieu of, but rather in addition to, the waiver set forth in the adopted Facilities Use Policy of the First United Methodist Church - Land O Lakes.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement on this _____ day of _____, 2020.

SIGNATURE: _____

PRINTED NAME: _____

NAME OF ORGANIZATION: _____

AS GUARDIAN FOR THE FOLLOWING MINOR CHILD(REN) OR ADULT(S) (if any): _____
