

# MARILYN'S

## WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Participant's Printed Name:** \_\_\_\_\_

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. 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. Marilyn's Inc. DBA Marilyn's Agency ("Company") has put in place preventative measures to reduce the spread of COVID-19; however, Company cannot guarantee that I will not become infected with COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 through my work with Company and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Company and employees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance through my work with Company ("Claims").

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Company, its employees, agents, and representatives, 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 Company, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Company work.

**ACKNOWLEDGEMENT OF UNDERSTANDING.** I have read this waiver of liability, assumption of risk, and indemnity agreement, and I understand its terms, also I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

1. Have you been exposed to anyone that has tested positive for COVID or been exposed to anyone with symptoms?
2. Do you have any symptoms of cough or fever?
3. Have you traveled out of your local area?
4. Temperature recorded upon arrival to Marilyn's

Signature of Adult Participant:

Date: