

**DIOCESE OF CHARLESTON
COVID-19 ASSUMPTION OF RISK,
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

ADULT PARTICIPANT/PARENT NAME _____ (Please Print)

CHILD PARTICIPANT(S) NAME(S) _____ (Please Print)

IN CONSIDERATION of the above named Participant and/or my children listed above being permitted to utilize the facilities, equipment, services and/or programs (collectively, "Facilities") of the Catholic Diocese of Charleston and/or a parish or school of said Diocese and their respective directors, officers, employees, volunteers and agents (collectively referred to as the "Diocese"), the above named Participant for him/herself and for the child participant(s) listed above (each a "Child Participant"), acknowledges and agrees to the terms of this agreement.

The undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in South Carolina. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC) and the South Carolina Department of Health and Environmental Control (DHEC) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants that neither the undersigned nor the Child Participant shall visit or utilize the Facilities of the Diocese within 14 days of: (i) experiencing symptoms of COVID-19, including but not limited to fever, cough or shortness of breath; (ii) having a suspected or diagnosed/confirmed case of COVID-19; or (iii) having been in close proximity to a person with a diagnosed/confirmed case of COVID-19.

The Diocese has taken certain steps to implement recommended guidance and protocols issued by the public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that, due to the nature of the Facilities offered by the Diocese, social distancing of 6 feet per person or certain other measures may not be possible at all times. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the Facilities of the Diocese and acknowledges that the use thereof by the undersigned and/or the Child Participant may, despite the Diocese's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE THE DIOCESE'S FACILITIES, THE UNDERSIGNED, ON HIS/HER BEHALF AND ON BEHALF OF THE CHILD PARTICIPANT, HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE THE DIOCESE, its directors, officers, employees, volunteers and agents from all liability to the undersigned or the Child Participant and the personal representatives and heirs and assigns of the undersigned or the Child Participant for any loss or damage, and any claim or demands on account of any injury to, or an illness or the death of, the undersigned or the Child Participant (or any person who may contract COVID-19, directly or indirectly, from the undersigned or the Child Participant) whether caused by the negligence, active or passive, of the Diocese or otherwise while the undersigned or the Child Participant are using the Facilities.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Signing on behalf of the undersigned and any Child Participant listed at the beginning of this Agreement

Signature

Date

Print Name:

Phone:

Address:

Email: