



Assumption of the Risk and Release and Waiver of Liability of Rotary District 7305 and All its Rotary Clubs and Rotary International and Hold Harmless/Indemnification Agreement Relating to the Coronavirus Disease Identified as COVID-19

I agree that I am personally responsible for my safety and actions while participating in any meeting, activity, program, event, fundraiser, or gathering (all such hereafter collectively referenced as a "gathering") associated with Rotary District 7305, any Rotary Club in Rotary District 7305, or Rotary International (collectively hereafter referenced as "Rotary"). Given the pandemic nature of the virus that has been identified as COVID-19, its contagious nature where it is believed to spread from person-to-person contact and/or contact with contaminated surfaces and/or even in the air, there are constantly evolving federal, state, and local governmental directives, guidelines, and recommendations to address this pandemic but such are constantly changing as the understanding and knowledge about COVID-19 evolves. I accept full responsibility for familiarizing myself with the most recent updates and I acknowledge Rotary cannot guarantee that I will not become infected with COVID-19, I acknowledge that participation in any in-person Rotary gathering could increase the chances of my contracting COVID-19, and I acknowledge that no one is requiring me being present to attend any Rotary-related gathering but I am doing so of my own free will in the knowledge that COVID-19 and related complications can cause serious and potentially life-threatening illness or even death.

ASSUMPTION OF RISK: I have read and understand the above warnings. I hereby choose to accept the risk of contracting COVID-19 in order to be able to participate, in person, in the Rotary in-person gathering. The value of my being able to be present, in person, is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 along with the risks of injuries and complications resulting directly or indirectly from COVID-19 and any treatment for the same. I voluntarily accept and assume all risk of loss, personal injury, sickness, disability, death, damages, and any loss and expense arising from such inherent risks. I acknowledge Rotary has no way of testing others at such gatherings for COVID-19.

AGREEMENT TO COMPLY WITH SAFETY PROTOCOLS: In consideration of being permitted to attend any in-person Rotary gathering, I agree to abide with and follow all governmentally-mandated, as well as Rotary-requested, safety protocols including but not limited to wearing a mask, social distancing, following hygienic washing of hands. I will further quarantine myself from any Rotary gathering if there exists even the suspicion I may have symptoms of any illness (including fever, head- and/or stomach-ache, coughing, difficulty breathing, etc.) consistent with COVID-19 within the preceding 14 days of my attending any Rotary-related gathering.

RELEASE & WAIVER OF LIABILITY and HOLD HARMLESS & INDEMNIFICATION

AGREEMENT: In consideration of being permitted to attend and participate in any in-person Rotary gathering or be provided any mailing from Rotary through the US Postal Service, I hereby forever release – and covenant not to bring any lawsuit against – Rotary (specifically Rotary District 7305, any Rotary Club in Rotary District 7305, and Rotary International) and further waive and discharge Rotary from any and all liability whatsoever that may arise from any illness I may contract including for any and all claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand this release includes any claims based on the actions, omissions, or negligence of Rotary and any or all of their respective officers, members, agents, and representatives. I understand this Release and Waiver means I give up my right to bring any claims including for personal injuries, disease, or property losses, or any loss, including the right to assert claims of negligence and I give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen; as binding on my heirs and successors and assigns, this release and waiver includes any claim for death. In consideration of being permitted to attend and participate in any Rotary in-person gathering,

I WILL HOLD HARMLESS AND HEREBY UNCONDITIONALLY INDEMNIFY ROTARY AND ITS MEMBERS, AGENTS, REPRESENTATIVES, OFFICERS, AND ANY OF ITS EMPLOYEES AND VOLUNTEERS AGAINST ALL CLAIMS, CAUSES OF ACTION, AND DAMAGES FOR WHICH ROTARY MAY BECOME LIABLE BY REASON OF SUCH ILLNESS, WHETHER BROUGHT BY ME OR AGAINST ME OR BY ANY PERSON HAVING A LEGAL INTEREST IN THE PERSON OR PROPERTY OF ME. The above Release and Hold Harmless and Indemnification Agreement shall also apply to any responsibility and/or liability for my acts and conduct.

It is my express intent that this Assumption of Risk, Release & Wavier of Liability, and Hold Harmless and Indemnification Agreement shall bind any assigns and representatives as well as be binding on my heirs, executors, administrators, and successors. I expressly agree this Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. It is intended and agreed that the law of Pennsylvania shall apply to this Agreement.

The general liability policy for Rotary International and U.S. Rotary clubs & districts effective July 1, 2020 excludes coverage for COVID-19 and other communicable diseases.

This Agreement contains the entire understanding between the parties in terms of my agreement to abide and comply with any mandated and requested safety protocols as well as the Assumption of Risk, Release & Wavier of Liability, and Hold Harmless and Indemnification I have provided. This Agreement shall not be altered, modified, amended, waived, or supplemented in any manner whatsoever except by a written agreement signed by me and two representatives of Rotary District 7305 as approved or designated by the then-District Governor and the Rotary District 7305 Parliamentarian. This Agreement may be executed, made, and delivered electronically. This Agreement shall remain in effect until I ether provide a signed revocation of this Agreement (which cannot be effective any sooner than 21 days after tender) to both the Rotary District 7305 District Governor and Parliamentarian or until COVID-19 is declared to no longer be an existing disease risk by the US Centers for Disease Control, and the Pennsylvania Department of Health, and the Department of Health in the county in which I reside.

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IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the entire agreement, understand it, and sign it voluntarily as my own free act and deed; I am at least eighteen (18) years of age and fully competent (or my parent will sign it or me if I am not age 18 and/or competent); and I execute this Agreement for full, adequate, and complete consideration of the opportunity to attend and participate in any Rotary-related in-person gathering fully intending to be legally bound by the same. I have been advised I have the right to seek legal counsel of my choosing on the contents of this Agreement and I have declined, as I fully understand the content, nature, and intent of this document and my signature below is evidence that I have chosen not to take the opportunity to seek independent legal counsel prior to signing.

Signature of Member or Visitor	PRINT NAME LEGIBLY	Date
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Signature of Parent of Minor	PRINT LEGIBLE NAME OF PARENT AND NAME OF CHILD	Date
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