

KYLE AREA SENIOR ZONE**19 Event(s) Waiver****(Effective April 2021)****Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID -19**

The 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 increased personal protection efforts, including frequent hand washing and wearing face coverings at all times outside the home.

The Kyle Area Senior Zone (KASZ) has put in place precautionary measures aimed at preventing and reducing the spread of COVID-19 among attendees and volunteers and staff of the events; however, KASZ cannot guarantee that you (or those you come in close contact with) will not become infected with COVID-19. Further, attending or volunteering at the KASZ (including your travel to and from center activities or events) could increase your risk of contracting COVID-19.

By registering for, signing below and attending the KASZ event(s)

- * You acknowledge the contagious nature of COVID-19 and voluntarily assume all risk that you may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to you or those with whom you come into close contact.
- * You further acknowledge and agree to accept sole responsibility for any injury (including, but not limited to personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, to you or those with whom you come into close contact (including your household members) (“Claims”). You hereby release, covenant not to sue, discharge, and hold harmless the KASZ, it, board of directors, and representatives, of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.
- * You further understand and agree that this release includes any claims based on actions, omissions, or negligence of the KASZ, its board of directors, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KASZ event(s).
- * You agree to abide by posted rules, warning or instructions by the KASZ, the venue where the event(s) are held and any government authority with respect to social distances, adherence to any dress code (including mandatory face coverings) and sanitation guidelines. You further agree to:
 - * Have temperature taken upon entry
 - * Wear face masks when not seated (except when dancing)
 - * Practice Social Distancing

* Wash / sanitize hands often

* You further agree not to attend any event(s) if you are diagnosed with or suspect that you may have been infected by COVID-19, or have been exposed to anyone having COVID-19, and in the event you become ill or suspect you have been infected with COVID-19, you agree to immediately discontinue your participation in the event(s) and alert the KASZ via text, e-mail or telephone.

If you cannot agree to or accept the foregoing, DO NOT ATTEND THE KYLE AREA SENIOR ZONE EVENT(S). Failure to agree to or abide by any of the foregoing may result in denial of entry or immediate expulsion from the event(s), It's the KASZ sole discretion, in addition any and all remedies which may be available to the KASZ, in equity or at law.

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE KYLE AREA SENIOR ZONE, AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MY HAVE OW WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. I ALSO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

Registered Attendee's/ Volunteer's First and Last Name (Print)

Registered Attendee's/ Volunteer's First & Last Name (Signature) Date