

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 – updated 11-2-20

WHEREAS, the coronavirus a/k/a COVID-19 has been declared a worldwide pandemic by the World Health Organization, and is extremely contagious and believed to spread mainly from person-to-person contact; and federal, state, and local governments and federal and state health agencies recommend social distancing, e.g., staying six feet from others, and have, in many locations, prohibited the congregation of groups of people; and

WHEREAS Dallas Ski Club (“DSC”) cannot guarantee that I will not become infected with COVID-19 or a variant thereof (hereinafter included in the term “COVID-19”); and that attending DSC events, including Happy Hours, parties, trips or the like (“Events”) could increase my risk of contracting COVID-19;

NOW, THEREFORE, for allowing me to participate in various DSC activities and other good and valuable consideration, I hereby agree as follows:

1. I will comply with DSC’s requests, if any, regarding precautions to be followed related to the possibility of becoming infected with or infecting others with COVID-19.
2. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending or participating in DSC events, trips or other activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. **I understand the risk of becoming exposed to or infected by COVID-19 while at or participating in a DSC function may result from the actions, omissions, or negligence of DSC, myself or others.**
3. I voluntarily assume all of the risks and accept sole responsibility for any injury or harm to myself, or others who may, or may claim to have, become infected by or through me on account of or related to my having been infected by COVID-19, or otherwise harmed by my having attended or participated in a DSC activity, including, but not limited to, injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at or participating in a DSC function, and **I hereby release, discharge, hold harmless, and agree to defend, indemnify and covenant not to sue DSC, its members, officers, trip leaders, or other participants in or related to the relevant DSC related activity (the “Released Parties”), of and from any 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 the DSC, its members, guests, officers or trip leaders, whether a COVID-19 infection occurs before, during, or after participation in any DSC event, activity or trip.**
4. This Waiver and Release shall be binding upon the person signing it, their successors, heirs and assigns, and shall inure and apply to the benefit of the Released Parties, their successors, heirs and assigns. All matters affecting the interpretation, form, validity, and performance of this Agreement shall be decided under the laws of the State of Texas. In the event it is necessary to file suit to enforce this Waiver and Release, the prevailing party shall recover court costs and reasonable attorney's fees from the other party.

Printed Name

Signature

Date