

Since we are your insurance brokers and not your attorneys, we strongly recommend that you have your Corporate Attorney review our suggested templates to be certain that they are properly written and legally acceptable/enforceable.

COVID-19: VISITOR ACKNOWLEDGMENT, WAIVER AND RELEASE

The novel coronavirus (“COVID-19”), declared a pandemic by the World Health Organization (WHO) on March 11, 2020, has infected millions of individuals both in the United States and across the globe. While much about COVID-19 is unknown, the WHO and the Centers for Disease Control (CDC) believe that COVID-19 is *primarily* spread from person to person through respiratory droplets when an individual comes into close contact (within 6 feet or less) for a period of time with someone who has the virus. You also may be able to become infected by touching a surface or object that has the virus on it, and then using that same hand to touch your mouth, nose or eyes.

At this time, there is no vaccine available to protect against COVID-19. The best way to protect yourself and others from COVID-19 is to avoid being exposed to the virus. To that end, [CLIENT], is requiring that all visitors to its property complete the following acknowledge, waiver and release in order to enter the building(s).

1. I, _____, am over the age of eighteen (18) and am competent to execute this Waiver and Release.
2. By signing below, I represent that I am not currently experiencing (nor have I experienced in the last three days) any of the symptoms listed by the CDC for COVID-19, including, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting or diarrhea.
3. By signing below, I represent that I have not been in close contact (within 6 feet), for a prolonged period of time (15 minutes or more) in the last 14 days, with a person diagnosed with or has tested positive for COVID-19 (including those with a COVID-19 test result pending).
4. I understand that [CLIENT] will never be able to completely eliminate the risk that COVID-19 may be present at its location(s) and therefore, I understand that by entering [CLIENT]’s property, I may be exposing myself to and/or increasing the risk of contracting COVID-19; however, I am voluntarily and knowingly assuming the risk of contracting COVID-19 arising out of my presence at [CLIENT]’s property.
5. I understand that given the nature and manner in which COVID-19 is transmitted, as well as its presence in the communities in which [CLIENT]’s properties are located, [CLIENT] must protect itself from liability for personal injuries and illnesses sustained or contracted, by any person entering its buildings.
6. TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ANY AND ALL CLAIMS, DEMANDS, COMPLAINTS, ALLEGATIONS, AVERMENTS AND OTHER DISPUTES I OR MY AGENTS, SERVANTS, HEIRS, ASSIGNS, REPRESENTATIVES OR SUCCESSORS MAY HAVE OR MAY IN THE FUTURE HAVE IN CONNECTION WITH THE EXPOSURE, INFECTION AND/OR SPREAD

OF COVID-19 IN ANY WAY ARISING FROM MY PRESENCE ON [CLIENT]'S PROPERTY, INCLUDING BUT NOT LIMITED TO ALL ACTS, OMISSIONS OR NEGLIGENCE OF [CLIENT], TOGETHER WITH ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, THEIR RESPECTIVE AGENTS, INSURERS, HEIRS, SUCCESSORS, ATTORNEYS, CORPORATE AFFILIATES AND PREDECESSORS (COLLECTIVELY REFERRED TO AS “[CLIENT] RELEASED PARTIES”).

7. FURTHERMORE, I RELEASE [CLIENT] RELEASED PARTIES FROM ANY AND ALL CLAIMS, DISPUTES, CAUSES OF ACTION, DEMANDS, COMPLAINTS, ALLEGATIONS, DEBTS, JUDGMENTS, ARBITRATIONS, LAWSUITS OR FORMS OF MEDIATION IN ANY WAY ARISING FROM MY PRESENCE ON [CLIENT]'S PROPERTY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN FOR AND WHETHER OR NOT DUE IN WHOLE OR IN PART TO ANY ACTS, OMISSIONS, NEGLIGENCE, STRICT LIABILITY OR OTHER LIABILITY PRODUCING CONDUCT ON THE PART OF [CLIENT] RELEASED PARTIES.
8. It is my intention in signing this Waiver and Release to give up forever any and all claims against [CLIENT] Released Parties for any reason relating to exposure, infection and/or spread of COVID-19.
9. I have signed this Waiver and Release with the full and complete understanding that I do so knowingly and voluntarily.

Date

Signature

Printed Name

By visiting [CLIENT]'s property, I agree to abide by any and all infectious disease risk mitigation efforts of [CLIENT], including wearing a mask or cloth face covering at all times and maintaining social distancing wherever feasible.