

**KINGSMILL COMMUNITY SERVICES ASSOCIATION
WAIVER AND RELEASE OF LIABILITY**

In consideration of my use of the facilities owned by Kingsmill Community Services Association (the "Association"), I acknowledge that the Governor has declared a state of emergency for the Commonwealth of Virginia due to COVID-19. Accordingly, I acknowledge that my use of the facilities during this state of emergency carries an additional level of risk not only to me, but to those with whom I interact. I expressly accept and assume all risks in the use of the facilities, including exposure to COVID-19, injury, death, or other harms, that arise from or are related in any way to my use of the Association's facilities. I understand and acknowledge that I have responsibilities, including responsibility for my own safety while participating in any activity at the Association's facilities. I choose to use the Association's facilities completely voluntarily in spite of such risks.

I acknowledge that the Association's facilities must comply with certain state guidelines in order to remain open. I acknowledge that I have received and reviewed a copy of the facility's rules and regulations, and I agree that I will follow and abide by all rules, regulations, restrictions, signage, and policies required by the Association in order to use the Association's facilities. If I fail to do so, I acknowledge that the Association has the immediate right to have me removed from the facilities, and I agree to leave peacefully.

I release, discharge, waive, and relinquish all claims, liabilities, causes of actions, injuries, demands, damages, against the Association, its Board of Directors, members, Committee members, agents, and representatives (cumulatively the "Released Parties"), resulting or arising out of my use of the Association's facilities. Further, I agree to indemnify the Released Parties for all costs, attorneys' fees, and damages should a third party make a claim against the Association that I exposed them to COVID-19 as a result of my use of the Association's facilities. I recognize that the risks of exposure to COVID-19, death, or injury are clear and unambiguous to me, and that even if a specific injury or damage is not listed in this Waiver and Release of Liability, I agree not to hold the Released Parties liable for negligence related to my exposure to COVID-19, death, or injury. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this Waiver and Release of Liability, I agree to reimburse them fully for such attorneys' fees and costs. This Waiver and Release of Liability shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.

I have read this Waiver and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing this Waiver and Release of Liability, and have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

OWNER OR MINOR CHILD OF GUEST:

Full Name: _____ Address: _____

Home or Cell Phone: _____ Email Address: _____

Emergency Contact: _____ (Name, relationship and phone number)

Signature: _____ Date: _____

PARENT OR GUARDIAN OF MINOR CHILD:

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above. I/we agree to all of the terms and conditions of this Waiver and Release of Liability for any personal injury, death or property damage to my minor child.

Full Name: _____ Address: _____

Home or Cell Phone: _____ Email Address: _____

Signature: _____ Date: _____