

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at WORLDSONG MISSIONS PLACE, a ministry of ALABAMA WMU (hereinafter “WorldSong”), I, on behalf of myself and/or any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Alabama Department of Public Health (ADPH) guidelines regarding COVID-19, a copy of which are attached to this agreement and are incorporated as if fully set out herein. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the ADPH guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. I understand that the employees and volunteers of WorldSong will make every effort to comply with these guidelines, and that I and/or my minor children will fully cooperate in said compliance.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in activities and events taking place at WorldSong.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in activities and events at WorldSong, and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and/or any minor children for whom I have the capacity to contract) WorldSong Missions Place, Alabama WMU, their owners, officers, directors, agents, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in activities and events taking place there.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Alabama, and any mediation or suit shall occur or be filed and maintained exclusively in Autauga County, Alabama, to the jurisdiction of which court or courts I hereby consent, for myself and my child or children. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN

ACTIVITIES AND EVENTS AT WORLDSONG. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least nineteen (19) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAMES OF MINOR CHILD(REN):

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