WAIVER AND RELEASE OF LIABILITY

Name:

Date: _____

Provider: First United Methodist Church of Dothan, Inc. Services: <u>Recreation Ministry</u>

I HEREBY ASSUME ALL OF THE RISKS OF REQUESTING THIS SERVICE, including by way of example and not limitation, any risks that may arise from contracting COVID-19 from the First United Methodist Church of Dothan (hereinafter called "FUMC") and from any negligence or carelessness on the part of FUMC and I hereby release and discharge FUMC from any and all liability for and from any medical condition, including viral infection which may arise from my participation in Recreation Ministry programs provided by FUMC. This Waiver and Release of Liability covers any negligence or carelessness in relation to exposing me to the COVID-19 virus from FUMC while providing such services.

I understand that there are risks of viral infections that cannot be avoided, even by compliance with recommendations of governmental authorities. I also understand that social distancing may not be possible or practical in all settings. I also understand that there will be other adults in the recreation ministry and that viral infections, including COVID-19, may be transmitted by such contact.

I understand that I am responsible for determining whether I am physically and medically able to participate in the FUMC Recreation Ministry programs. I am responsible for determining whether a physical or medical examination should be undertaken before I participate in the services being provided by FUMC and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after the services, I am solely responsible for determining my health and physical status and whether I can or should discontinue my participation in the services, or take other actions, to protect my own health or safety. FUMC assumes no duty to me to ensure medical ability to participate in the FUMC programs, whether before, during, or after the said programs.

I acknowledge that this Waiver and Release of Liability Form will govern my actions and responsibilities at said programs, services, activity or event.

In consideration of providing services to me, I hereby take action for myself, dependents, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, illness, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: FUMC and its trustees, officers, employees, program staff, pastors, administrative staff, representatives and agents;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this service, activity or event, whether caused by the negligence of said persons or otherwise. My participation in the services and programs of FUMC is voluntary.

I acknowledge that neither FUMC nor its trustees, officers, employees, representatives, and agents shall be responsible for the contamination, errors, omissions, acts, or failures to act of any party or entity conducting in providing the services.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

ON BEHALF OF MYSELF AND MY DEPENDENTS	
Print Name:	Date:
Signature:	

HEALTH DISCLOSURE AND AUTHORIZATION

As an individual named below, I provide this Health Disclosure and Authorization in connection with my being allowed to participate in the **Recreation Ministry** and Activities of the church named below. This form is in addition to the Waiver and Release of Liability executed by undersigned and does not supersede or alter any provisions of that agreement. It is understood the information herein will remain confidential and reviewed only by local clergy, the district superintendent, the Bishop, the Chancellor or if required, appropriate health officials. As the person named below, I state as follows:

- 1. To our knowledge, the person identified below has not been diagnosed or treated for COVID-19 or any related conditions recognized by the CDC. If that changes, I will notify the church immediately and remove myself from all church programs and activities.
- 2. I, nor anyone in my household, have been treated or diagnosed with COVID-19 or any related conditions recognized by the CDC. If that changes, I will notify the church immediately and remove myself from all church programs and activities. In such event, I will seek guidance from the church as to whether I or any other members of the household may continue to participate in church activities until further notice.
- 3. That I am not aware of any contact that I have had with anyone who has been treated or diagnosed with COVID-19 or any related conditions recognized by the CDC. If that changes, I will notify the church immediately.
- 4. Neither I, nor anyone else in my household, has traveled to or from any of the areas listed in the Warning Levels as defined by the CDC. I understand the church is requiring me to execute this Health Disclosure and Authorization and a separate Waiver and Release in an effort to protect all who participate in the Recreation Ministry and activities within the church as well as church staff. I understand the importance of this Disclosure and of my obligation to disclose any changes in the future required herein.
- 5. I authorize the above individuals associated with the church and Conference to make any disclosures of health information disclosed pursuant to this Health Disclosure and Authorization or the separate Waiver and Release of Liability that is or may in the future be required by applicable laws, regulations or health guidelines.

Church – First United Methodist Church of Dothan, Inc.

Date

Individual's Name

Contact Information: