

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

City of Coal Run Village cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing City of Coal Run Village’s services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize City of Coal Run Village’s services and/or enter onto City of Coal Run Village’s premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize City of Coal Run Village’s services and enter City of Coal Run Village’s premises. The use of the City of Coal Run Village’s premises and/or services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize City of Coal Run Village’s services and premises in person. Further, I understand and agree that while using the City of Coal Run Village’s premises that I will be solely responsible for my own compliance, as well as compliance by any minor for which I am legal guardian, with all applicable COVID-19 related requirements and protocols as issued by the Centers for Disease Control and Prevention (“CDC”) and/or the Federal, State (Commonwealth of Kentucky) or local (Pike County, Kentucky and/or City of Coal Run Village) government. Additionally, as the party renting the City of Coal Run Village’s premises, I understand and agree that I will be solely responsible for enforcing compliance with any COVID-19 related requirements and protocols applicable to the City of Coal Run Village’s premises during the time period in which I have those premises rented.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against City of Coal Run Village and its elected officials, non-elected officials, officers, agents, employees, contractors or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing City of Coal Run Village’s services and/or premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, arising out of or in any way related to any exposure, infection, and/or spread of COVID-19 related to utilizing City of Coal Run Village’s services and/or premises.

CHOICE OF LAW: I understand and agree that the law of the Commonwealth of Kentucky will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____
Name (printed): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____
Name (printed): _____

Date: _____