

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 or cure, for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The West Volusia Association of Realtors®, Inc., a Florida not for profit corporation (the “Association”) cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while attending any event at or upon the Association’s premises or any public premises made available to you for the purpose of attending an event organized by the Association (collectively, the “premises”). While vaccines are available and the Association encourages you to become vaccinated, it is not possible to prevent against the presence of the disease. Therefore, if you choose to attend an event (regardless of your vaccination status) at the 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 in order to access the premises. I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to gain access to the premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Association and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to accessing and utilizing the 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.

CHOICE OF LAW: I agree that the law of the State of Florida 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: _____ Date: _____

Name (printed): _____