

COVID-19 ASSUMPTION OF RISK, WAIVER, AND RELEASE

Please read carefully before signing.

I, the undersigned, have requested that _____ (the “HOTEL”) provide me with access to and/or use of its facilities and amenities located _____ (the “Property”). In consideration for my access to the Property, now or in the future, I knowingly and voluntarily covenant and agree as follows:

COVID-19 Assumption of Risk and Certain Acknowledgments

The World Health Organization declared the novel coronavirus, COVID-19, a worldwide pandemic on March 11, 2020. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Although the safety and security of its employees, independent contractors, representatives and agents (collectively, the “Team Members”) and its guests, clients, vendors, suppliers, and visitors (collectively, the “Visitors”) remain top priorities of the HOTEL, and regardless of any steps taken by the HOTEL to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with me accessing and using the Property during the COVID-19 pandemic, including, but not limited to, being exposed to and contracting COVID-19 from individuals, surfaces, and airborne particles. The steps taken by the HOTEL with respect to the Property include, but are not limited to, the following: (1) propping open commonly used doors; (2) setting up hand sanitizer stations in various locations; (3) careful monitoring and regular cleaning and sanitization of guest rooms, common areas, and conference spaces before, during, and after an event; and (4) regular cleaning and sanitization of the Property generally.

I understand that contracting COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or could possibly lead to death. I further understand that no actions by the HOTEL will guarantee that I will not contract COVID-19. On behalf of myself and my heirs, successors, and assigns, by accessing and using the Property, I knowingly and freely assume all risks, both known and unknown, related to COVID-19, including all illnesses, injuries, damages or death arising therefrom.

My Commitments

Please acknowledge and indicate your commitment to and agreement with the following with your initials below:

- _____ I have not experienced any cold or flu-like symptoms (fever, cough, shortness of breath, etc.) or tested positive for COVID-19 in the last 14 days.
- _____ I have not had close contact with or cared for someone diagnosed with COVID-19 within the last 14 days.
- _____ I will frequently wash my hands or use hand sanitizer during the event at the Property and while on HOTEL grounds.
- _____ I will wear a cloth face covering when at the Property.
- _____ I will maintain 6 feet of social distance from others not in my household when at the Property and while on HOTEL grounds.
- _____ I understand that I will be denied entry to the Property if I demonstrate symptoms of COVID-19 or if entry to the Property presents an unreasonable health hazard to other Visitors, the public, or Team Members as determined by HOTEL in its sole discretion.

Waiver, Release, and Indemnification

I, on behalf of myself and my heirs, successors and assigns, voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the HOTEL, its affiliates, and each of their Team Members, directors, officers, affiliates, investors, insurers, successors, and assigns (collectively, the “Indemnified”) from any and all claims, demands, torts, contracts, obligations, suits, actions, causes of action, or damages (“Losses”) arising from or related to COVID-19 connected in any way with my access or use of the Property, including, but not limited to, claims based on the alleged negligence of any Indemnified or any other person. I further promise not to sue the HOTEL or any Indemnified for any illness, injury, death, or other Losses arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Losses resulting therefrom.

I have read this COVID-19 Assumption of Risk, Waiver, and Release carefully. I fully understand its terms. I executed this Agreement knowingly, freely, and voluntarily without any inducement, duress or coercion, intending to be legally bound.

Printed Name (Visitor)

Signature

Date

Visitors under 18 years of age must also have a Parent/Guardian sign this Agreement as well:

Printed Name (Parent/Guardian)

Signature (Parent/Guardian)

Date