

COVID-19 Participant Screening, Release And Indemnification ("Screening And Release Agreement")

(7 Oct 2020 Form)

I. PARTICIPANT SCREENING: On behalf of Army Group 1944 (AG44), we are taking every precaution to create a safe, clean and comfortable environment for our members and guests. To that end, AG44 is pre-screening all participants ("**Participant**") prior to entry to event sites relating to participation in any AG44 sanctioned event. (an "**Event**"). Please take a moment to answer the following questions:

Check Yes or No:

Have you had contact with anyone with confirmed COVID-19, or anyone experiencing cold and flu like symptoms in the last 14 days?

Have you had a cough, fever great than 100°, or shortness of breath, or change in smell or taste in the last 14 days?

Are you *currently* experiencing a cough, fever greater than 100°, or shortness of breath?

To ensure the safety of others, if you have checked yes to any of the above, Army Group 1944 cannot allow you to participate in any Event until you can respond to all questions above in the negative.

Participant's signature attests that the above answers are true and correct.

II. RELEASE/WAIVER/INDEMNIFICATION:

a. **PARTICIPANT ASSUMES RISK:** Your signature affirms your understanding and agreement that someone may have COVID-19 and may be infectious but asymptomatic, and you understand and accept the risks that because of this you may infect others or become infected yourself while participating in an Event where social distancing cannot be maintained. Moreover, you acknowledge you are aware of and understand the inherent risk and dangers of large gatherings and the potential for injury and disease transmission (including the transmission of COVID-19) that exists when participating in this activity. Each Participant agrees and acknowledges he/she is participating in such an Event of his/her own free will and voluntarily, and by participation in such Event assumes all risk of and responsibility for personal injury, illness or death to, or damage to or loss of property, to the Participant arising from, based upon or relating to the Participant's participation in any Event. Such assumptions of risk include, but are not limited to, any personal injury, illness or death, or damage to loss of property, arising from, based upon or relating to the improper conduct of any other Participants and acts or omissions of any Participant, and any personal injury, illness or death, or damage to or loss of property, caused in whole or in part by the negligence of AG44 or AG44 Related Party (as hereafter defined). Participant further acknowledges he/she has reviewed, understands and will comply with standards put in place by club and unit leadership.

b. **RELEASE, WAIVER AND INDEMNIFICATION:** By signing this Screening And Release Agreement to participate in the Event held by AG44, you agree that you hereby agree to *release, waive, discharge, protect, defend, save, indemnify and hold harmless* AG44 and all AG44 RELATED PARTIES (defined below) from and against all losses, claims, damages, judgments, awards, penalties, liabilities and expenses (including reasonable legal fees and court costs at trial and all appellate levels) whatsoever, which may arise or be claimed against AG44 or any AG44 Related Party for any injuries or damages to the persons or property of any persons, organizations, firms or corporations, consequent upon or arising from the use or occupancy of event site (or portion thereof) by the Participant or by the Participant's agents or invitees, and that neither AG44 nor the AG44 Related Parties shall be liable to the Participant for any damages, losses or injuries to the persons or property of the Participant which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, except when such injury, loss or damage results from the gross negligence or willful misconduct of AG44 or any AG44 Related Party. All personal property placed or moved into the Event by the Participant or by the Participant's agents, employees, or invitees shall be at the sole risk of the Participant or the owner thereof, and neither AG44 nor any AG44 Related Party shall be liable to the Participant for any damage to said personal property. The term “**AG44 Related Party**” shall mean the AG44 and all officers, directors, members, employees, agents, representatives, contractors, successors or assigns of AG44. If AG44 or any AG44 Related Party shall be made a party to any litigation commenced against the Participant, then the Participant shall protect and hold AG44 and each AG44 Related Party harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by AG44 or any AG44 Related Party in connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive indefinitely.

c. GOVERNING LAW/JURISDICTION: This Screening And Release Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

The parties irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to the enforcement or interpretation of this Screening And Release Agreement will be brought in the courts of record of the State of Washington.

PARTICIPANT ACKNOWLEDGES THAT HE/ SHE HAS READ THIS SCREENING AND RELEASE AGREEMENT, AND FULLY UNDERSTANDS ITS TERMS. PARTICIPANT IS AWARE THAT BY SIGNING THIS SCREENING AND RELEASE AGREEMENT, PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PARTICIPANT VOLUNTARILY SIGNS THIS SCREENING AND RELEASE AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN SCREENING AND RELEASE AGREEMENT HAVE BEEN MADE.

PARTICIPANT ACKNOWLEDGES THAT IN THE EVENT OF HIS/HER DEATH OR INCAPACITY, THIS SCREENING AND RELEASE AGREEMENT WILL BE EFFECTIVE AND BINDING UPON PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES.

I HAVE READ AND UNDERSTAND THIS SCREENING AND RELEASE AGREEMENT. MY SIGNATURE FURTHER ATTESTS THAT THE STATEMENTS MADE IN SECTION I ARE TRUE AND CORRECT.

Print Name: _____ **Date:** _____

Participant Signature: _____

Minor Parent/Guardian Signature: _____