



### **CBFS Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The World Health Organization has declared COVID-19 as a worldwide pandemic. It is very contagious, and it is believed to be spread mainly from person-to-person contact. Steps have been taken by Chincoteague Bay Field Station (CBFS) to prevent the spread of COVID-19 within its community. With measures taken and will be taken, CBFS **cannot guarantee that you will not be infected with COVID-19.** Your participation with programs or activities at the Field Station could increase your risk of contracting COVID-19.

\_\_\_\_\_ INITIALS: By signing this waiver, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I fully understand that the risk of becoming exposed to or infected by COVID-19 at CBFS may result from the actions, omissions, or negligence of myself and others, including, but limiting to, CBFS' employees, BOD, volunteers, and program participants and their families.

\_\_\_\_\_ INITIALS: **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at CBFS.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless CBFS, its employees, BOD, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs of expenses of any kind arising out of or relating thereto. I fully understand and agree that this release includes any Claims based on actions, omissions, or negligence of CBFS, its employees, its BOD, volunteers, and its representatives, whether a COVID-19 infection occurs before, during, or after participant at CBFS.

\_\_\_\_\_ INITIALS: I have adequate insurance to cover any injury or illness I may suffer or cause while participating in activities or programs, or else I agree to bear the cost of such injury or illness myself. I further indicate that I have no medical or physical condition which could interfere with my safety at CBFS, or else I am willing to assume – and bear costs of – all risks that may be created, directly, or indirectly, by any such condition.

\_\_\_\_\_ INITIALS: If I file a lawsuit, I agree to do so in the Commonwealth of Virginia where CBFS is located, and I further agree that the substantive law of the Commonwealth of Virginia shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

\_\_\_\_\_ INITIALS: **By signing this waiver, I agree that if I am exposed or infected by COVID-19 during my participation in activities and/or programs at CBFS, I hereby waived by rights to maintain a lawsuit in a court of law and is releasing the parties of the basis of any claim of negligence.**

\_\_\_\_\_ INITIALS: **I have been provided with sufficient time to read and understand this entire document and, should I choose to do so, I have been given the opportunity to consult with legal counsel prior to signing.** Also, I understand that participation in activities and/or programs may not be made available to me or that the cost to engage would be significantly greater if I were to choose not to sign this waiver and agree that the opportunity to participate at the stated cost in return for the execution of this waiver is a reasonable bargain. **I have read and understood this waiver and I agree to be bound by its terms.**

\_\_\_\_\_ INITIALS: If I have signed a separate general waiver of liability connected to my participation at CBFS, I agree that the terms of that waiver are wholly incorporated into this document and the terms of this waiver are incorporated into the separate general waiver.

\_\_\_\_\_ INITIALS: **I agree that I will practice safe social distancing and clean hygiene during my participation at CBFS.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_\_

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**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's name) being permitted to participated in activities and/or programs at CBFS, I further agree to indemnify and hold harmless releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by said minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_