



Assumption of the Risk & 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 extremely contagious** and is believed to spread mainly from person-to-person contact.

The Heartland Church Network (HCN) is doing everything we can to protect the ministries who utilize our facilities. To this extent, we will be following the Center of Disease Control (CDC) and local health department guidelines with regard to social distancing practices and cleaning in order to reduce the spread of Novel Coronavirus, or COVID-19.

- 1) I agree that I am personally responsible for my safety and actions during my stay the Heartland Church Network. I agree to comply with all HCN policies and rules, including but not limited to all HCN policies, guidelines, signage, and instructions. Because the HCN is open for use by other ministries and individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Heartland Church Network or affiliates from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the HCN facility, or otherwise, while participating in any activity while in, on, or around HCN property and/or while using any HCN tools, equipment, or materials.
- 2) I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the HCN facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
- 3) By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in traveling and staying at HCN to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am the parent or legal guardian of child mentioned below or at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Nebraska law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability.

Print Name of Volunteer

Date

Signature of Volunteer or Parent/Legal Guardian

Print Full Name of Parent/Legal Guardian