

WAIVER OF LIABILITY AND COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY.

I desire to participate in one or more activities or programs (each individually an "Activity"; collectively, "Activities") offered, operated, sponsored or directed by, or otherwise involving, Grace Community Church of the Valley ("Grace Community Church"). The Activities may occur in whole or in part at or in the church (the "Church") located at 13248 Roscoe Boulevard, Sun Valley, California 91352 owned and operated by Grace Community Church. The Activities may involve, without limitation, attending or assisting with programs, events, instruction, and classes both inside and outside the Church and with or without supervision of Grace Community Church or any of its employees, contractors or personnel (collectively, "Personnel"). I understand that each Activity poses inherent risks of exposure to and/or contracting the COVID-19 virus. With full knowledge and understanding of these risks, and in consideration of my use of the Church and participation in Activities, I acknowledge and agree as follows:

1. Acknowledgement and Assumption of the Risk

I acknowledge that participation in Activities, use of the Church and any services provided by the Church subjects me to the following risks, among others: accidents which cannot be foreseen and personal injury, including but not limited to death or sickness from contracting the Coronavirus disease 2019 ("COVID-19"), the infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

I understand and acknowledge that:

- A. The above list of risks is not inclusive of all the possible risks to which I will be subject in participating in Activities and using the Church and that the list in no way limits the extent or reach of this Waiver of Liability and Covenant Not to Sue (this "Agreement") or any provision of this Agreement.
- B. There is an inherent risk of exposure to COVID-19 in any place where people are present.
- C. While wearing a mask covering the mouth and nose while in the Church is not required, I assume additional risks of possible injury and death by not wearing a mask. I understand that I may request a mask from the Church and the Church will provide one for my use. I have been encouraged to use a mask at all times when engaging in Activities at the Church. I understand that masks may reduce or mitigate the above risks, but are in no way a guarantee of safety. I further recognize that masks have limited capability as far as prevention of infection from contracting COVID-19.

I VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH PARTICIPATION IN ANY ACTIVITY OR USE OF THE CHURCH, INCLUDING BUT NOT LIMITED TO RISK OF INJURY, SICKNESS AND DEATH FROM CONTRACTING COVID-19 OR EXPOSURE TO COVID-19. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE, UNDERSTANDING AND APPRECIATION OF THE RISKS INVOLVED.

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2. Waiver of Liability and Covenant Not to Sue

I, on behalf of myself, my heirs, representatives, executors, administrators and assigns, hereby knowingly and intentionally (A) waive any and all liability of Grace Community Church and their respective successors, assigns, owners, shareholders, officers, directors, members and Personnel (each individually, a “Released Party”; collectively, “Released Parties”) for, (B) release Released Parties from, and (C) covenant not to sue Released Parties for any and all causes of action, claims, injuries, liabilities, damages or demands of any nature whatsoever, whether known or unknown, anticipated or unanticipated, which I, my heirs, representatives, executors, administrators and assigns may now have, or may have in the future against any Released Party on account of any and all known and unknown, foreseen and unforeseen personal injuries, property damage, death, sickness or accident of any kind and whenever occurring, arising out of or in any way related to any Activity, any occurrence or event involving the Church, any Released Party or any service or program related to any thereof, whether such Activity, occurrence or event is supervised or unsupervised and however and whenever any injury, property damage, death, sickness or accident is caused. THIS WAIVER OF LIABILITY AND COVENANT NOT TO SUE SHALL BE EFFECTIVE EVEN THOUGH SAID LOSS, DAMAGE OR INJURY RESULTS OR HAS RESULTED FROM THE NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, BREACH OF WARRANTY, OR STRICT TORT LIABILITY OF ANY RELEASED PARTY. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THIS WAIVER OF LIABILITY AND COVENANT NOT TO SUE SHALL NOT BE EFFECTIVE IN REGARD TO LOSS, DAMAGE OR INJURY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF ANY OF THE RELEASED PARTIES.

3. Indemnification Agreement

I hereby agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all causes of action, claims, demands, losses, damages, liabilities and costs (including but not limited to attorneys’ fees and costs incurred by Released Parties or any thereof) of any nature whatsoever, including but not limited to those caused by the negligence of any Released Party (except for those resulting from the gross negligence or willful or wanton misconduct of any Released Party), arising out of or in any way relating to my use of the Church or the services provided thereby or my participation in any Activity.

4. Miscellaneous

I certify that I am in proper physical and mental condition to participate in Activities and that I have no physical limitations that would preclude my safely using the Church or participating in Activities, subject to the risks assumed. I agree to read and abide by all rules from time to time posted in the Church or otherwise communicated to me. I agree to comply with requests and instructions of all Personnel. In the event of an accident, if I should be unconscious or otherwise unable to make medical decisions for myself, I hereby grant the Released Parties permission to administer necessary first aid, and/or to solicit emergency medical services as deemed necessary. This authorization includes permission for emergency medical transportation to the nearest medical facility for additional medical treatment.

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I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding or litigation involving any Released Party. The laws of the State of California shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in The Superior Court of the State of California, County of Los Angeles, North Central District. If any portion of this Agreement is held invalid, the remainder shall remain in full force and effect.

I hereby grant to Grace Community Church, and Grace Community Church reserves the right to use for promotional purposes any photographs taken by Grace Community Church at the Church or during any Activity. Such images may be used in Grace Community Church's brochures, posters, website or other promotional materials without liability or payment.

I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT I AM RELIEVING THE CHURCH AND ALL RELEASED PARTIES OF ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, SICKNESS OR DEATH RESULTING FROM ANY ACTIVITY AND WAIVING MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES, EXCEPT FOR ANY LIABILITY BASED UPON THEIR GROSS NEGLIGENCE OR WANTON AND WILFULL MISCONDUCT. I CERTIFY THAT MY AGE IS ACCURATELY SET FORTH BELOW; THAT, IF I AM AT LEAST 18 YEARS OF AGE, I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT; I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING UPON ME AND UPON MY ASSIGNS, HEIRS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS; AND THAT I AM SIGNING THIS AGREEMENT, AFTER HAVING CAREFULLY READ IT, OF MY OWN FREE WILL.

A photocopy hereof, or a record of this Agreement sent and received by facsimile, email or other electronic transmission, shall be enforceable and shall have full legal effect as an original.

IN WITNESS WHEREOF, this Agreement is duly executed this _____ day of _____, 2020.

PRINTED NAME

SIGNATURE

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