

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use and enjoy the Fraternal Order of Police D.P. Land Memorial Lodge #82 facilities (hereinafter, the “**Activities**”) I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“**COVID-19**”) and am familiar with the current Center for Disease Control and Prevention (“**CDC**”) guidelines regarding COVID-19. I acknowledge and understand that the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I agree to comply with any and all restrictions and rules and regulations pertaining to the use of the Fraternal Order of Police D.P. Land Memorial Lodge #82 facilities.
2. I acknowledge and agree that by engaging in the Activities, I may come into contact with COVID-19, and persons who have contracted COVID-19. I further acknowledge and agree that by engaging in the Activities, I may contract COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. I also acknowledge and agree that Fraternal Order of Police D.P. Land Memorial Lodge #82. (the “**FOP**”) owes no duty to me to prevent me from contracting COVID-19, nor does the Association owe me any duty to prevent me from coming into contact with other persons infected with COVID-19. By engaging in the Activities, I do so at my own sole volition and risk having full knowledge of the risks inherent in engaging in the Activities during the COVID-19 pandemic. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to engage in the Activities.
3. I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my participation in the Activities. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge the FOP and its officers, directors, managers, agents and employees and their respective heirs, successors and assigns (hereinafter, collectively, the “**Released Parties**”) from and against any and all claims, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney’s fees, related to COVID-19 which arise out of or as a result of my participation in the Activities (the “**Released Claims**”). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.
4. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
5. I acknowledge that the FOP facilities include, without limitation, the meeting room, bathrooms and outside grounds.
6. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS.**
7. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me and my heirs and personal representatives. If any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the other provisions of this Agreement shall continue and remain in full force and effect.

By execution below, I acknowledge and represent (i) that I have read the foregoing Wavier of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily as my own free act and deed, (iii) that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate and complete consideration fully intending to be bound.

I have signed this Waiver of Liability and Hold Harmless Agreement under seal on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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