



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

It is well-publicized and documented that the best practice to contain the spread of COVID-19 is to stay home, limit visits to public places, and practice social distancing when in public places. As the Duxbury Bay Maritime School (“DBMS”) prepared for the 2020 season, we have watched carefully the progress of the COVID-19 Pandemic, and we have monitored closely the recommendation and precautionary measures of the WHO, the Center for Disease Control, and federal, state, and local governments. Based on these recommendations and precautionary measures, DBMS has put in place preventative measures to reduce the spread of COVID-19. A full list of DBMS’s preventative measures can be found on our website at [insert link]. We ask that you please review this list before signing below. HOWEVER, DBMS cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in DBMS programs could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this Waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in DBMS programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at DBMS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DBMS employees, volunteers, and program participants and their families. In consideration of my child(ren)’s participation in DBMS activities, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind and nature, that I or my child(ren) may experience or incur in connection with my child(ren)’s, or my, attendance at DBMS or participation in DBMS programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless DBMS, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence

of DBMS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any DBMS program.

I further agree to indemnify and hold harmless DBMS, its employees, agents, and representatives for and from any and all claims arising from my or my child(ren)'s involvement in DBMS activities or otherwise or incidental thereto wherever, whenever, and however such claims may arise.

Finally, I am fully aware and understand that DBMS does not employ or contract with any medical service providers for ordinary or emergency medical services, including but not limited to COVID-19 screening or testing.

I have read and fully understand the above Waiver and fully understand that I have given up substantial rights by signing this Waiver below, and I do so voluntarily.

Signature of participant or Parent/Guardian

Date: _____

Print Name of Parent/Guardian and/or Name of Participant(s)
