

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

## **PLEASE READ CAREFULLY**

COVID-19 is a disease caused by a novel coronavirus that is extremely contagious. The virus may spread from person-to-person contact through droplets and in the air. People can be infected and show no symptoms and therefore unknowingly spread the disease. COVID-19 can cause serious illness and even death.

In accordance with federal, state, and local health guidance, Tashi Choling has implemented preventative measures in an effort to reduce the spread of COVID-19. However, Tashi Choling cannot guarantee that you will not be exposed to, contract, or spread COVID-19 while attending a Tashi Choling onsite event or being on its premises.

Utilizing Tashi Choling's services and/or entering onto Tashi Choling's premises could increase the risk of being exposed to or infected with COVID-19.

1. **Agreement.** By signing this document, I agree that I will **not** enter the Tashi Choling premises (buildings or grounds) or attend an event at Tashi Choling:

- If I have tested positive for COVID-19 within 10 days prior to the event.
- If I have been exposed to anyone who has tested positive for COVID within 10 days prior to the event.
- If I experienced any symptoms of COVID within 10 days prior to the event.
- If I currently have any of the following symptoms: *fever, cough, sore throat, difficulty breathing, congestion or runny nose, muscle or body aches, sneezing, headache, change in taste or smell, or other signs of illness.*

2. **Assumption of Risk.** I have read and understand the above warning concerning COVID-19. I hereby voluntarily choose to assume the personal risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Tashi Choling's services and enter Tashi Choling's premises. These services are of such value to me that I accept all risk associated with COVID-19 in order to utilize Tashi Choling's services and premises in person. I understand that the risk of being exposed to, contracting, and/or spreading COVID-19 may be the result of the acts, omissions, breaches, failings, or negligence of others, including but not limited to Tashi Choling and its staff, agents, board members, guests, representatives, and volunteers and others on the Tashi Choling premises. I accept sole responsibility for any injury, illness, trauma, disability, death, damage, loss, claim, action, liability, or expense of any kind arising from or related to COVID-19 (the "Claims") that I may experience due to or in connection with utilizing Tashi Choling's services and premises in person. I further agree to indemnify Tashi Choling for, from, and against any and all Claims that may arise from, relate to, or be asserted by anyone, including but not limited to any of my family or household members, as a result of being

exposed to or infected with COVID-19 as a result of coming into contact with me during or after utilizing Tashi Choling's services and premises in person.

**3. Waiver of Lawsuit/Liability.** On my own behalf, I hereby forever release and waive my right to bring suit against Tashi Choling and its agents and employees, agents, board members, guests, representatives, volunteers, and anyone else on the Tashi Choling premises (the "Released Parties") in connection with exposure to, contracting and/or spreading COVID-19 related to utilizing Tashi Choling's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease, damages, property losses, or any other loss, foreseen or unforeseen, including but not limited to claims arising from or related to acts, omissions, breaches, failings, or negligence of the Released Parties. This waiver and release is intended to be broad and inclusive to the fullest extent permitted by law.

**4. Choice of Law.** I understand and agree that the law of the State of Oregon will apply to this agreement.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE. I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. I UNDERSTAND THAT ABSENT MY AGREEMENT TO ASSUME THE RISK, INDEMNIFY TASHI CHOLING, AND WAIVE AND SURRENDER CLAIMS AS EXPRESSED IN THIS AGREEMENT, I WILL NOT BE PERMITTED TO UTILIZE TASHI CHOLING'S SERVICES AND PREMISES IN PERSON.**

Participant Name (print)\_\_\_\_\_

Signature of Participant (18 or older)

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Date Signed \_\_\_\_\_