

Estes Park Newcomers Club
(Hereinafter referred to as the “Club”)

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

The **Newcomers Club (“Club”)** is all about socializing, learning about our community and meeting and developing new friends here in the Estes Valley. As an organization we want our members to meet, greet and maintain a sense of community. During this time of the COVID 19 pandemic the **“Club”** has adhered to the scientific and health guidance of the CDC, the State of Colorado and Larimer County and will continue to follow these guidelines to keep our members safe and healthy.

The **“Club”** cannot prevent you or your family from becoming exposed to, contracting, or spreading COVID-19 while participating in any sanctioned/unsanctioned **“Club”** activities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in **“Club”** activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to fully accept and assume the risk of potentially contracting COVID-19 for myself and/or my family and friends in order to participate in **“Club”** functions. I further acknowledge that the **“Club”** has provided COVID Requirements and I agree to follow stated COVID Requirements based on the current recommendations from the CDC, State and Local agencies.

WAIVER OF LAWSUIT/LIABILITY AND HOLD HARMLESS: I hereby forever release and waive my right to bring claim(s) or suit against the **“Club”** and its officers, directors, managers, members, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to **“Club”** activities, whether sanctioned/unsanctioned. I also understand that this Release binds my heirs, executors, administrators, and assigns. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. Understanding I am assuming a known risk to COVID-19 exposures, I acknowledge my waiver of liability and hold the Club harmless from any and all claims to which I am or may be entitled, whether known or unknown.

CHOICE OF LAW: I understand and agree that the law of the State of Colorado will apply to this contract. This waiver remains in effect until the State of Colorado lifts all COVID-19 related mandates.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

By my signature below, whether electronic or otherwise, I agree to the terms of this Waiver and Hold Harmless

Signature: _____ Date: _____

Name (printed): _____