



# ASSUMPTION OF COVID RISK/ WAIVER OF LIABILITY

In consideration for using Footloose, its equipment and vessels during this time, by signing this Agreement I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my family members, and/or guests may be exposed to or become infected by COVID-19 by using Footloose, its equipment and vessels, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or becoming infected by COVID-19 at Footloose events may result from the actions, omissions, or negligence of Footloose, including but not limited to Footloose volunteers and its agents and representatives, as well as other Footloose members and their families and guests. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my family members, and guests (including, but not limited to, personal injury, illness, disability, and death), and any damage, loss, claim, liability, or expense, of any kind, that I or my family members and/or guests may experience or incur in connection with my use of Footloose equipment and its vessels ("Claims"). On my behalf, and on behalf of my family members and guests, I hereby release, covenant not to sue, discharge, and hold harmless Footloose, its volunteers, 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 that this release includes any Claims based on the actions, omissions, or negligence of Footloose, its volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the use of the Club facilities and its vessels. On this day of participation, I verify that I do not have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell that could be signs of COVID onset.

**PARTICIPANT:**

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[Signature]

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[Print Name]

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[Date]