



The Arc of the Bay

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

- 1. I agree that I am personally responsible for my safety and actions while attending The Arc of the Bay's 4<sup>th</sup> annual Fashion Show at Boardwalk Beach Hotel and Convention Center. I agree to comply with all Boardwalk policies and rules, including but not limited to all Boardwalk policies, guidelines, signage, and instructions. Because the Boardwalk is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representative, hereby forever release, waive, discharge, and covenant not to sue The Arc of the Bay or Boardwalk, its board members, officers, agents, lessees, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using Boardwalk, or otherwise, while participating in any activity while in, on, or around Boardwalk and/or while using any Boardwalk facilities, tools, equipment, or materials.
- 2. I agree to indemnify, defend, and hold harmless the Released Parties from any against any and all cost, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of Boardwalk facilities, tools, equipment, or materials where caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
- 3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in the event at Boardwalk to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written document, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of Waiver of Liability as a whole. The waiver remains in effect until the State of Florida lifts all COVID-19 related mandates.

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Printed Name

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Date

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Signature