

**FISH & EXPLORE
COVID-19 LIABILITY WAIVER**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, the federal government and the Commonwealth of Virginia recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Fish & Explore (“Fish & Explore”) has put in place preventative measures to reduce the spread of COVID-19; however, Fish & Explore cannot guarantee that you or your child(ren) will not become infected with COVID-19. Furthermore, participating in Fish & Explore activities and events may increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, 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 Fish & Explore activities and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 during Fish & Explore activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Fish & Explore owners, officers, employees, volunteers, and agents. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injuries to my child(ren) or myself (including, but not limited to, personal injury, illness, disability, or death), and waive any and all claims, losses, liabilities, and/or expenses and further agree that neither I nor my child(ren) shall file or bring any claims, lawsuits, actions, or proceedings for damages, losses, liabilities, or expenses (“Claims”), of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s participation or attendance in any Fish & Explore activities. On my behalf and my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless Fish & Explore and each of their owners, officers, employees, volunteers, agents, attorneys, and representatives, from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating in or associated with me or my child(ren)’s participation in any Fish & Explore activities. In the event that I bring any Claim(s) against Fish & Explore and/or any owners, officers, employees, volunteers, agents, attorneys, or representatives and this liability waiver is determined or declared to be valid, I agree to indemnify Fish & Explore and any officers, volunteers, employees, agents, attorneys, and representatives for all attorneys’ fees and costs incurred. In the event that any federal or state court determines that any Claim may be maintained against Fish & Explore, any owner, officer, volunteer, employee, agent, attorney and/or representative, I agree to indemnify Fish & Explore and its owners, officers, employees, volunteers, agents, attorneys, and/or representatives for all attorneys’ fees and costs incurred and further agree that the maximum amount I can recover in any such action, lawsuit, or proceeding shall not exceed the amount paid to attend any Fish & Explore event or activity.

I understand and agree that this Liability Waiver includes, but is not limited to, any and all Claims based on the actions, omissions, and/or negligence of Fish & Explore, its owners, officers, employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Fish & Explore program or event.

Dated this ____ day of _____, 2020.

Signature of Parent/Guardian

Signature of Child

Print Name of Parent/Guardian

Print Name of Child