

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

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, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Deep Sea Charters Inc. has put in place preventative measures to reduce the spread of COVID-19; however Deep Sea Charters Inc. cannot guarantee that you or your children will not become infected with COVID-19. Further, attending the Deep Sea Charters fishing trip could increase your risk and your children'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 children and I may be exposed to or infected by COVID-19 by attending the Deep Sea Charters fishing trip, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Deep Sea Charters Inc. may result from the actions, omissions, or negligence of myself and others, including, but not limited to employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my children may experience or incur in connection with my children's attendance at Deep Sea Charters Inc. or participation in charter fishing. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Deep Sea Charters Inc., its employees, 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 and agree that this release includes any Claims based on the actions, omissions, or negligence of Deep Sea Charters Inc., its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Deep Sea Charters program.

Signature of Participant/Parent/Guardian \_\_\_\_\_

Date\_\_\_\_\_

Print Name of Participant/Parent/Guardian \_\_\_\_\_

Name of Deep Sea Charters Inc. Participant(s) \_\_\_\_\_

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