

**Assumption of the Risk and Waiver of Liability Relating to  
Coronavirus/COVID-19 (the "Agreement")**

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.

**Evans City Public Library Association** has put in place preventative measures and utilized best practices in good faith to reduce the spread of COVID-19. However, **Evans City Public Library Association cannot guarantee** that you will not become infected with COVID-19 by your voluntary usage of our facilities or events, wherever geographically located, which holds or hosts from the date of this **Agreement** to and through the end of calendar year 2020 – 2021 (hereafter, the "**Evans City Public Library Association**"). Your voluntary participation in events held at the **Evans City Public Library Association Events** could increase your risk of contracting COVID-19.

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By signing this **AGREEMENT**, I acknowledge the contagious nature of COVID-19 and **VOLUNTARILY ASSUME ALL RISK** that I may be exposed to or infected by COVID-19 by attending events held at the **Evans City Public Library Association** 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 infected by COVID-19 at events held at the **Evans City Public Library Association** may result from the actions, omissions, or negligence of myself and others, including, but not limited to (i) present and future **Evans City Public Library Association** directors, officers, volunteers, agents, and representatives (the "**Evans City Public Library Association REPRESENTATIVES**"), and/or (ii) third parties over whom **Evans City Public Library Association** has no control. I **HEREBY EXPRESSLY ASSUME ALL SUCH RISK ON MY BEHALF ON BEHALF OF MYSELF**.

I, **HEREBY INDEMNIFIES AND HOLDS HARMLESS, COVENANTS NOT TO SUE, RELEASES, WAIVES, AND DISCHARGES Evans City Public Library Association**, and the **Evans City Public Library Association REPRESENTATIVES**, from any and all liability to any member, volunteer, representative, assigns, heirs, (the "**RELEASORS**"), for any loss, damage, claim, expense, liability, of any kind, and any claim or demands on account of any property damage, or any personal injury to, disability or illness or the death of, me, my spouse or my child(ren) (the "**CLAIMS**") whether caused by the negligence, active or passive, of **Evans City Public Library Association** (i) are in, upon, or about **Evans City Public Library Association** property or any **Evans City Public Library Association** facilities and/or (ii) participating in events held at the **Evans City Public Library Association**. The foregoing includes any **CLAIMS** relating to, by and/or on behalf any person who may contract COVID-19, directly or indirectly, from me. I further understand and agree that the foregoing

covenant not to sue, release, waiver and discharge by the **RELEASORS** includes any **CLAIMS** based on the actions, omissions, or negligence of **Evans City Public Library Association** and the **Evans City Public Library Association REPRESENTATIVES**, whether a COVID-19 infection occurs before, during, or after participation in events at the **Evans City Public Library Association**.

I, HEREBY AGREE, REPRESENT, AND WARRANT that neither I shall (i) visit or utilize the facilities, services, and/or programs of **Evans City Public Library Association** or (ii) participate in events held at the **Evans City Public Library Association** if I (a) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (b) has a suspected or diagnosed/confirmed case of COVID-19. I also represent and warrant, on my behalf that I (i) do not believe that I have been exposed to the COVID-19 virus within the past fourteen (14) days, (ii) have not been diagnosed with the COVID-19 virus to date and (iii) have not experienced any symptoms related to the COVID-19 virus within the past fourteen (14) days.

I FURTHER EXPRESSLY AGREE that this **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND UNDERSTAND THIS **AGREEMENT** AND AGREE THAT NO ORAL REPRESENTATIONS, OTHER STATEMENTS OR INDUCEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS **AGREEMENT**, I AM GIVING UP VALUABLE LEGAL RIGHTS AND SIGN THIS **AGREEMENT** FREELY AND VOLUNTARILY.

\_\_\_\_\_  
Signature of Participate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Evans City Public Library Association

COVID Community Room Guidelines

Occupancy: No more than 13 people

Everyone must wear a mask

Do not move any stored items at the end of the room

Maintain Social Distancing

Sign new Policy Letter

Sign COVID release

Pay for room sanitizing: \$15.00 (made payable to Ann Killby)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name