

## **RELEASE, WAIVER AND ASSUMPTION OF RISK RELATING TO VIRUS, AND AGREEMENT TO ARBITRATE**

Lutheran Church of the Palisades and Holy Cross Lutheran Church, dba Palisades Lutheran Church (PLC) seeks to reopen for worship and other activities, in accordance with the applicable federal, California and City and County of Los Angeles guidelines for places of worship. While PLC has put precautions in place to reduce the spread of COVID-19; it cannot guarantee that you or your family, including your child(ren), will not become exposed to or infected with COVID-19. Further, because of the number of individuals present and the fact that many infected individuals appear to be asymptomatic, **attending this activity could increase your and your child(ren)'s risk of contracting COVID-19.**

In consideration of my presence on the PLC property for any reason, including but not limited to participation in services, meetings, and other gatherings on the premises of PLC, and recognizing the risks of doing so, including but not limited to the risk of illness, disability and death from exposure to the SARS-CoV-2 and other coronaviruses (collectively, the "Virus"), **I as an individual or with my spouse, if any, by our signatures below, for ourselves and on behalf of our children, grandchildren, and each of our heirs, agents legal representatives and assigns, hereby agree as follows:**

### **1. Protection of Others.**

- **I/We agree to comply with PLC's Rules and any additional rules and procedures issued in connection with the pandemic, including but not limited to those requiring social distancing and the wearing of facemasks and/or face shields, and to require our children and guests to do so as well. We consent to having our temperature taken as a condition to entering or remaining at PLC.**
- **I/We acknowledge and agree that PLC maintains the right to deny entry to the church premises if the result of the temperature check indicates a potential of exposure to the Virus. We will not, and will not permit our children or guests to, come onto the PLC property if we or they have any symptoms of the Virus, if we or they have contracted the Virus and have not fully recovered from the Virus, or if we or they have knowledge of any exposure to the Virus within the prior 14 days or are for any reason subject to any recommended self-quarantine or isolation.**
- **I/We agree to immediately notify the PLC church office (310.459.2358; info@plc.cc) if we or our children or guests contract the Virus and specifically authorize PLC to disclose such information to its employees, members and/or third persons that we or they may have come into contact with on PLC's property.**

### **2. Assumption of Risk, Waiver and Release.**

- **I/We acknowledge the contagious nature of the Virus and voluntarily assume the risk that we and/or our children and guests may be exposed to or infected by the Virus at PLC that such exposure or infection may result in personal injury, illness, permanent disability, and death.**

- I/We release, hold PLC harmless against, and give up any and all claims, causes of action, loss or damages (“Released Claims”) any of us now or in the future have against PLC, its successors, officers, members, employees, agents, representatives, attorneys, insurers and assigns (hereafter referred to as the “Released Parties”) arising from or relating to the Virus, including, but not limited to, any and all claims, causes of action, loss or damages we or our children now or in the future have for bodily injury, emotional or psychological injury, property damage/loss or death due to the negligence (active or passive) of any of the Released Parties, and specifically including (but not limited to) (i) exposure or potential exposure to the Virus, (ii) the negligent acts or omissions of PLC, and/or the Released Parties related to or arising out of the Virus or efforts to protect against the Virus, (iii) illness, physical injury, bodily injury, or death, arising out of the Virus, and (iv) exposure to any individuals on PLC property who have the Virus, or to property that may hold or contain the Virus.

**3. Agreement to Arbitrate.**

- I/We each agree that any claim, grievance, demand, cause of action or dispute of any kind whatsoever ("Dispute") arising out of, in connection with or in relation to the Virus shall be settled by arbitration before a single JAMS arbitrator and conducted in Los Angeles, California under JAMS Comprehensive Arbitration Rules & Procedures found at [www.jamsadr.com](http://www.jamsadr.com) rules, with enforcement of any resulting award governed by applicable California Code of Civil Procedure sections 1285-1288.8.
- The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.
- If any provision in this document is held to be illegal or invalid, such provision shall be deemed severed and deleted; neither such provision nor its severance and deletion shall affect the remaining provisions of this document.

**Each of us has carefully read and understands the above and agrees to all its provisions.**

Excepting the agreement to arbitrate, which supersedes any prior conflicting agreements, the provisions of this document are in addition to, and do not supersede any documents we have provided or may in the future provide to PLC.

Dated:

\_\_\_\_\_ Signature

\_\_\_\_\_ Print name

\_\_\_\_\_ Signature

\_\_\_\_\_ Print name