

## LAKEFRONT DUGOUT LLC

### COVID-19 WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION

- I. I, \_\_\_\_\_ (participant's name), hereby agree and acknowledge that I am responsible for my safety and actions while engaging or participating in any activities at Lakefront Dugout. I agree to comply with all of Lakefront Dugout's policies and rules, including but not limited to all of Lakefront Dugout's policies, guidelines, signage, and instructions. Because Lakefront Dugout is open for use by individuals, I recognize and acknowledge that I am at a higher risk of contracting the COVID-19 virus. With the full awareness and appreciation of the risks involved, I, for myself and on behalf of family, spouse, estate, heirs, executors, administrators, assigns, and/or personal representatives, hereby forever release, waive, discharge, and covenant not to commence a lawsuit against Lakefront Dugout, its affiliates, employees, successors, assigns (collectively, "Released Parties") from any and all liability claims, demands, actions, and causes of actions whatsoever, whether directly or indirectly arising out of or related to any loss, damage, injury, including but not limited to death, that may be sustained by me related to the COVID-19 virus, whether caused by the negligence of the Released Parties, any third-party using Lakefront Dugout or otherwise, while in, on, or around Lakefront Dugout, and/or while using any of Lakefront Dugout's facilities, tools, equipment, and/or materials.
- II. In light of the ongoing spread of the COVID-19 virus, individuals who fall within any of the categories below should not engage or participate in any activities at Lakefront Dugout. By signing this Waiver and Release of Liability and Indemnification, I certify that, prior to engaging or participating in any activity at Lakefront Dugout at any time, I do not fall into any of the following categories:
- A. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with the COVID-19 virus, which include fever, cough, and shortness of breath among others;
- B. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of the COVID-19 virus; or
- C. Individuals who believe that they may have been exposed to a confirmed or suspected case of the COVID-19 virus or have been diagnosed with the COVID-19 virus and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.
- II. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorneys fees) whether arising 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 Lakefront Dugout facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to the COVID-19 virus.

- III. By signing below, I acknowledge and represent that I have read the foregoing COVID-19 Waiver and Release of Liability and Indemnification, understand it and sign it willingly, voluntarily, as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document. I acknowledge that no oral representations, statements, or inducements, apart from the foregoing written document, have been made. I understand and agree that this Waiver and Release of Liability includes any claims based on the actions, omissions, or negligence of Lakefront Dugout and/or the Released Parties, whether a COVID-19 virus infection occurs before, during, or after participation at Lakefront Dugout.

\_\_\_\_\_  
Participant Name (printed)

\_\_\_\_\_  
Participant Signature

Dated: \_\_\_\_\_

**PARENTAL CONSENT**, (for participants under the age of 18), I, the undersigned parent or legal guardian of the child shown above, have read the above and understand the foregoing Waiver and Release of Liability and Indemnification, and agree to its terms on behalf of my child and myself. I understand by signing below, I am giving up substantial rights on behalf of my child and myself.

\_\_\_\_\_  
Parent's or Guardian's Name (printed)

\_\_\_\_\_  
Parent's or Guardian's Signature

Dated: \_\_\_\_\_