

Tri-City Islamic Center (TCIC) COVID-19 Waiver

On March 11, 2020, The World Health Organization declared the novel coronavirus, COVID-19, a pandemic. COVID-19 is highly 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 over the past several weeks. Tri-City Islamic Center (TCIC) has put precautions in place to reduce the spread of COVID-19; however, TCIC 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 involved in the TCIC Religious programs and Services and the fact that many infected individuals appear to be asymptomatic. Hence, attending TCIC activities could increase your and your child(ren)'s risk of contracting COVID-19.

By Agreeing to this waiver, 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. I also acknowledge that by attending TCIC Religious programs and services, such exposure or infection may result in personal injury, illness, disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at TCIC Religious programs and services may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TCIC employees, board members, contractors, volunteers, members, and participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) 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 child(ren) may experience or incur in connection with my child(ren)'s attendance at the TCIC or participation in TCIC Religious Programs and Services ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless TCIC, its employees, board members, agents, and representatives, of and from the Claims, including all habilities, 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 the TCIC, its employees, board members, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

In consideration of permission to participate, today and on all future dates, the property, facilities and services of Tri-City Islamic Center (TCIC), on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue TCIC, its directors, officers, employees, volunteers, independent contractors, or administration from liability from any and all claims arising from the ordinary negligence of TCIC or any of the aforementioned parties. This agreement applies to personal injury including paralysis or death, from accidents or illness arising from participating in the TCIC activities including, but not limited to, Religious activities, organized activities and individual use of facilities, premises, or equipment; and to any and all claims resulting from the damage to, loss of, or theft of property.

I also agree to HOLD HARMLESS AND INDEMNIFY TCIC from all claims resulting from ordinary negligence and to reimburse them for any expenses incurred as a result of my involvement with TCIC. I further agree to pay all costs and attorneys' fees incurred by TCIC in investigating and defending a claim or suit if my claim is withdrawn, or to the extent, a court or arbitration determines that TCIC is not responsible for the injury or loss.

