

Greater Boston Chinese Cultural Association (GBCCA) COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION:

While participating in events held at or sponsored by the Greater Boston Chinese Cultural Association (GBCCA) and/or using GBCCA building for any purpose (here on referred as the Activity), **“social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19.** Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, GBCCA has put in place preventative measures to reduce the spread of COVID-19. However, GBCCA cannot guarantee that its members, building users, or others in attendance (the Activity) will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Activity. By attending an event at and/or using GBCCA building, **you certify that you do not fall into any of the following categories:**

- 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include, but not limited to fever, cough, and shortness of breath among others;**
- 2. 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 COVID-19; or**
- 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19.**

DUTY TO SELF-MONITOR:

GBCCA building users agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact GBCCA at gbcca.boston@gmail.com if he/she experiences symptoms of COVID-19 within 7 days after participating with GBCCA.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE GREATER BOSTON CHINESE CULTURAL ASSOCIATION (GBCCA), INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR BOARD OF DIRECTORS, OFFICERS, VOLUNTEERS, AND EMPLOYEES (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY

HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK.

I acknowledge that I have read and understand the following by checking the boxes:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- 2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

As a GBCCA building user, I recognize that my participation, involvement and/or attendance at any GBCCA event or activity and/or using GBCCA building for any purpose ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, I acknowledge and assume all risks and dangers associated with my participation and/or attendance at the Activity, and I agree that: (a) the GBCCA, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, Board of Directors, volunteers, and officers of such entities [subsections (a) through (c), collectively, the "Released Parties"], will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of my participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, I AM DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Name of Participant: _____

Name of Parent if minor: _____

Signature: _____ (Parent's signature required for minor)

Date: _____

Phone Number: _____

Email: _____