



## WAIVER AND RELEASE OF LIABILITY & ASSUMPTION OF RISK (Relating to Coronavirus/COVID-19)

6150 Yarrow Drive, Suit E, Carlsbad, CA 92011 • [www.beaconsnorthcounty.com](http://www.beaconsnorthcounty.com)

All persons must submit a COMPLETED and SIGNED "WAIVER and RELEASE of LIABILITY & ASSUMPTION OF RISK" to Beacons, Inc. in order to: attend, work and/or volunteer at a Beacons, Inc. activity, workshop, program, or to use services or access any other opportunities, activities or the Beacons facility.

**After reviewing and completing this form, please sign it and bring with you on the first day of the activity or event.**

This WAIVER and RELEASE of LIABILITY & ASSUMPTION OF RISK is entered into on the date below by and between Beacons, Inc., its Board members, administrators, instructors, staff, and volunteers (referred to collectively herein as "Beacons"), and the undersigned, or legal guardian/conservator of conserved participant, wishing to participate in activities, workshops, programs, services and opportunities (collectively referred to as "Options") provided by Beacons.

**Duration:** This form shall remain in effect for one year from the date it was signed unless revoked in writing by the signing party.

**Consideration:** As additional consideration for Beacons to provide Options to the participants, I, for myself and for my conserved adult child(ren), heirs, executors, administrators, successors and assigns, release, acquit and forever discharge Beacons, its Board members, instructors, staff, volunteers, landlord and owner of the event location, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, whether known and/or unknown, foreseen or unforeseen, anticipated or unanticipated, which we may have or which may hereafter accrue on account of or in any way growing out of our use of Beacons and its facilities on this or any other date.

**Section 1542:** It is further understood and agreed that all rights under Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States are hereby EXPRESSLY WAIVED. Cal. Civ. Code Section 1542 reads as follows:

**Certain claims not affected by general release.** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected creditor's settlement with the debtor.

### COVID-19 Acknowledgements:

- a) The individual executing this document acknowledges that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with



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contaminated surfaces and objects, as well as through the air. People reportedly can be infected and show no symptoms and therefore spread the disease without warning. The methods of spread and contraction are not completely known, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.**

- b) The individual executing this document acknowledges that **Beacons Inc.** cannot prevent you [or your child(dren) or adult conservatee] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Beacons services or premises. It is not possible to prevent the presence of the disease although Beacons will observe safety measures to reduce the presence and spread of COVID-19 at its site. These measures include, but are not limited to, the use of plexiglass dividers, use of sanitation wipes to wipe down surfaces on a regular basis, use of masks on site, spatial distancing of at least 6' when possible and other measures

You acknowledge that you have had the opportunity to ask questions about the safety measures to be used, and to visit the site before signing this Waiver of Liability & Assumption of Risk.

- c) If you choose to utilize Beacons services and/or enter onto the Beacons premises, you may be exposing yourself or your loved one who is conserved or a minor to and/or increasing your or your loved one's risk of contracting or spreading COVID-19. Therefore, to use Beacons services or premises, individuals are asked to complete this Waiver of Liability and Assumption of Risk before proceeding onsite or with Beacons services.

### ASSUMPTION OF RISK:

**I have read and understood the above warnings and acknowledgements concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children or adult conservatee in order to utilize Beacons services and enter Beacons premises. These services are of such value to me [and/or to my children or adult conservatee], that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Beacons services and premises in person [if applicable: "rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference)].

### WAIVER OF LAWSUIT/LIABILITY

**I hereby forever release and waive my right to bring suit against Beacons and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Beacons services and premises.** I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property



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losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of California will govern this contract. Any claims or disputes arising hereunder will be interpreted in accordance with California law in the appropriate venue in San Diego County.

I DECLARE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THAT THE TERMS ARE CONTRACTUAL AND NOT MERELY RECITALS. I AM OF LEGAL AGE AND CAPACITY AND WILLINGLY ENTER INTO THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.

IF ANY PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, the remainder will remain valid and enforceable. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

<b>Name of Person who will engage in Beacons activities:</b>	<u>Conserved?</u>  <b>YES      NO</b>
<b>Signature of Person who will engage in Beacons activities:</b>	<b>Date:</b>
<b>For Conservator/Legal Guardian if a minor (if applicable):</b> I am the parent and/or legal guardian of a minor, or conservator of the individual named above. I have the legal right/authority to consent to legal matters involving the above person. By signing below, I hereby do consent to the terms and conditions of this Waiver and Release of Liability and Assumption of Risk on behalf of the above person.  <b>Print Name of Conservator/Legal Guardian:</b>	<b>Date:</b>
<b>Signature of Conservator/Legal Guardian:</b>	

**Onsite Participants:** After reviewing and signing this waiver, please bring the signed waiver to Beacons on the first day of the workshop. Thank you.