

## **Release and Waiver of Liability for use of the Flossmoor Community Church**

I recognize that, as a guest of Flossmoor Community Church ("FCC"), the use of the building and all the equipment on the property have inherent risks and unforeseen hazards. This waiver indicates that I understand I am responsible for my own safety and the safety of those I am legally responsible for while using FCC.

In light of the ongoing COVID-19 pandemic, I understand and voluntarily acknowledge that (a) any level of involvement or participation in events that involve large gatherings, crowds from disparate locations, close contact with others, and/or touch points, facilities, equipment or locations that may not be disinfected, such as gatherings within buildings like FCC that are not equipped with modern HVAC or air purifying systems or which have common use facilities, may expose me to various viruses or infections that could be dangerous or even deadly, including without limitation the virus that causes COVID-19; and (b) I am responsible for my own decisions and actions, and those individuals for whom I am legally responsible, regarding social distancing and the use of personal protective equipment, and that Flossmoor Community Church cannot control the actions of others using FCC.

In consideration of Flossmoor Community Church allowing me to visit and use FCC, I agree on behalf of myself, and any others for whom I am responsible, including minor(s), who are also using FCC space, to hold harmless and indemnify Flossmoor Church, its agents, members, pastors, officers, directors, and employees, from any and all losses, costs, expenses, claims, liabilities, actions or damages including liability for injuries or illnesses to any person(s), damage to property, or third persons arising out of or any way connected with my being a guest of, and using, FCC space. I further acknowledge that I am voluntarily attending and/or participating in the event/gathering within the Community House with knowledge of all potential dangers involved and hereby agree to accept and assume any and all risks of injury, disease, infection, disability, or death, even if caused by the negligence of the Flossmoor Community Church or others; and that any injuries, disease, or infection that I sustain while at the event/gathering within FCC may be compounded by negligent emergency response or rescue operations.

I further agree that I have read, understand, and will abide by any and all rules, regulations, and guidance promulgated by any applicable local, state or federal public health authority, regarding disease control and prevention pertaining to COVID-19, while attending the event/gathering in FCC space.

I further agree that, if (i) I am exhibiting symptoms of COVID-19 as described by the Centers for Disease Control, within 72 hours of the event/gathering, (ii) I have exhibited symptoms of COVID-19 and (A) it has not yet been at least 72 hours since recovery (defined as resolution of a fever without the use of fever-reducing medications and improvement in respiratory symptoms) and (B) at least 10 days have passed since such symptoms first appeared, or (iii) I have tested positive or been in close contact with someone who has tested positive or is presumed to be positive for COVID-19 within 14 days prior to the event/gathering, I will not attend the event/gathering. I further agree that, if I develop symptoms of COVID-19 at any point during the event/gathering, I will immediately cease all participation and return home.

I agree to pay all costs for repairs of any damages due to any negligent, willful, or intentional acts by me, or anyone I am responsible for, while we are guests using FCC.

I agree that Flossmoor Community Church will not be held responsible for any loss or damage to any personal property of mine, or anyone I am responsible for, while using FCC.

I agree that I cannot terminate or rescind this release and waiver. It is my desire and intent that the terms, provisions, covenants, and remedies contained in this release and waiver be enforceable to the fullest extent permitted by applicable law. This release and waiver constitutes the sole and entire agreement between Flossmoor Community Church and me with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, written and oral, to the extent they might otherwise apply. If any term or provision of this release and waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this release and waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This release and waiver is binding on and inures to the benefit of our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this release and waiver shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

**By signing, I acknowledge that I am at least 18 years of age (or, if not, then I have obtained the signature of my parent or legal guardian in the space provided below), and that I have read and understood all of the terms of this release and waiver and that I am voluntarily giving up legal rights, including the right to sue the Flossmoor Community Church.**

Signed: \_\_\_\_\_  
(Individual/Parent/Guardian)

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**2218 Hutchison Road, Flossmoor, IL 60422 ~ 708-798-2800 ~ [www.fccfaithful.org](http://www.fccfaithful.org)**