

American Public Works Association
VOLUNTEER COVID-19 WAIVER AND RELEASE OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT

IN CONSIDERATION OF being provided the opportunity to volunteer at, participate in, or otherwise attend or be present at American Public Works Association _____ Chapter (APWA) activities or events, or affiliated activities and events leading up to or related to such activities or events, I hereby acknowledge and agree as follows:

1. For purposes of this Volunteer COVID-19 Waiver and Release of Liability and Assumption of Risk Agreement (Agreement), volunteers and participants shall be referred to as “Participants”; volunteering and participation shall be referred to as “Participation” and the activities and events of APWA shall be referred to as “Activities.”
2. The World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. While certain measures have been put in place that are intended to reduce the spread of COVID-19, it CANNOT be GUARANTEED that I will not become exposed to or infected with COVID-19. I acknowledge that any public space where other people are present holds an inherent risk of exposure to COVID-19 and other communicable diseases. I agree to take necessary precautions for not only my safety but for the safety of others at all times during my Participation in or attendance at any Activities. Furthermore, I agree that my Participation in, attendance at, or otherwise being present at or for the Activities could increase my risk of contracting COVID-19.
3. By signing this Agreement, I acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected with COVID-19 from Participation in or attendance at the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I understand that the risk of becoming exposed to or infected with COVID-19 by my Participation in or attendance at the Activities may result from the actions, omissions, or negligence of others and/or my own negligence, including, but not limited to, the RELEASEES (as defined below). I hereby expressly and knowingly assume all such risks and dangers whether presently known or unknown.
4. I fully acknowledge and understand that COVID-19 is extremely contagious. I have taken it upon myself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY, ILLNESS OR DEATH. I acknowledge that I have been informed that my PERSONAL SAFETY CANNOT BE GUARANTEED. I acknowledge that my Participation in the Activities are completely voluntary, and I believe that the potential benefits of Participation outweigh the risk and danger associated with COVID-19.
5. I willingly agree to comply with the stated and customary terms and conditions for Participation. If I observe any unusual physical discomfort, illness, complications, or significant hazard during my presence or Participation, I agree to remove myself from Participation and bring such to the attention of the nearest official immediately. Further, I agree, represent, and warrant that I will not participate in any of the Activities if I experience symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, or if I have a suspected or diagnosed case of COVID-19.
6. I hereby RELEASE, WAIVE, AND FOREVER DISCHARGE the APWA, its officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person(s) acting on its behalf as well as all other Participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners or lessors of premises used to conduct the Activity, and their officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on their behalf (hereinafter collectively, the “RELEASEES”), from any and all duties of care owed to me as a result of Participation in or attendance at the Activities, and any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY, ILLNESS OR DEATH RESULTING FROM COVID-19 to me arising out of or related to any of the Activities (hereinafter, the “RELEASED CLAIMS”). I covenant that I shall

not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert any Released Claims against any of the Releasees anywhere in the world.

7. I acknowledge that this release shall apply to any injury, illness, disability or death resulting from exposure to the coronavirus or from becoming infected by COVID-19 during Participation in or attendance at the Activities, whether caused by the ordinary negligence of the Releasees or otherwise and including and/or arising out of my improper and/or tortious conduct in connection therewith.
8. In addition to the above, I understand and agree to the following precautions in relation to the COVID-19 pandemic:
 - a. To refrain from Participating and to notify the person in charge of the Activity, if at the time of or within 14 days after the Activity: (a) I am experiencing any symptoms of illness such as a fever, cough, or shortness of breath; (b) I have traveled internationally in the past 14 days; (c) I have traveled to a highly impacted area in the past 14 days; (d) I believe that I have been exposed to a person with a confirmed or suspected case of COVID-19; and (e) I have been diagnosed with COVID-19 and not yet cleared as noncontagious by my healthcare provider, and/or state or local public health authorities.
 - b. To follow APWA, CDC and other recommended guidelines, including but not limited to guidelines from state and local authorities, while engaging in Activities, including, without limitation, e.g., practicing social distancing, trying to maintain separation of six feet from others to the extent possible, wearing a mask, frequent hand washing/sanitizing and otherwise limiting my exposure to the coronavirus and COVID-19.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO ASSERT A CLAIM OF NEGLIGENCE AGAINST RELEASEES RELATING TO COVID-19 EXPOSURE OR INFECTION, BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name of Volunteer

Signature of Volunteer

Date
