

## COVID-19 ASSUMPTION OF RISK, WAIVER, AND RELEASE

Please read carefully before signing.

I, the undersigned, have requested that St. Mary and St. Moses Abbey (herein referred to as “Abbey”) provide me with access to and/or use of its facilities and amenities located at 101 South Vista Drive, Sandia, Tx 78383 (herein referred to as “Property”). In consideration for my access to the Property, now or in the future, I knowingly and voluntarily contractually agree as follows:

### **COVID-19 Assumption of Risk and Certain Acknowledgments:**

The World Health Organization declared the novel virus, COVID-19, a worldwide pandemic on March 11, 2020. COVID-19 is extremely 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 congregating of groups of people.

Although the safety and security of those inhabiting the Abbey, including but not limited to monks, novices, guests, workers, etc., remain top priorities, and regardless of any steps taken by the Abbey to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with me accessing and using the Property during the COVID-19 pandemic, including, but not limited to, being exposed to and contracting COVID-19 from individuals, surfaces, and airborne particles. The steps taken by the Abbey with respect to the Property can include, but are not limited to, the following: (1) propping open commonly used doors; (2) setting up hand sanitizer stations in various locations; (3) careful monitoring and regular cleaning and sanitization of guest rooms, common areas, and conference spaces before, during, and after an event; and (4) regular cleaning and sanitization of the Property generally.

I understand that contracting COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or could possibly lead to death. I further understand that no actions by the Abbey will guarantee that I will not contract COVID-19. On behalf of myself and my heirs, successors, and assigns, by accessing and using the Property, I knowingly and freely assume all risks, both known and unknown, related to COVID-19, including all illnesses, injuries, damages or death arising therefrom.

### **My Commitments:**

*Please acknowledge and indicate your commitment to and agreement with the following **with your initials below:***

\_\_\_\_\_ I have not experienced any cold or flu-like symptoms (fever, cough, shortness of breath, etc.) or tested positive for COVID-19 in the last 14 days.

\_\_\_\_\_ To the best of my knowledge I have not had close contact with or cared for someone diagnosed with COVID-19 within the last 14 days.

\_\_\_\_\_ I will frequently wash my hands or use hand sanitizer while visiting the Property and being present on its grounds.

\_\_\_\_\_ I will wear an appropriate mask or face covering despite any state ordinances that say otherwise, as defined by the CDC when at the Property.

\_\_\_\_\_ To the best of my ability I will maintain 6-feet of social distance from others not in my household when at the Property and while on Abbey grounds.

\_\_\_\_\_ I understand that I will be denied entry to the Property and/or will be asked to leave if I demonstrate symptoms of COVID-19 at any time, do not wear an appropriate face covering or if entry to the Property presents an unreasonable health hazard to other Visitors, the public, or inhabitants of the Abbey as determined by the Abbey in its sole discretion.

\_\_\_\_\_ I acknowledge that as a visitor to the Abbey I might be required to share a room with up to three (3) other people, who might not be of my household if the Abbey so requires.

\_\_\_\_\_ I hereby release the Abbey from all legal responsibility I might wish to assign it for, but not limited to, COVID-19 exposure, infection, symptoms, death, etc.

\_\_\_\_\_ I acknowledge and agree that the only church I am allowed into as a visitor, regardless of whether it is during the time of a scheduled service or not, at the Abbey is **Saint Mary's Church**.

### **Waiver, Release, and Indemnification**

I, on behalf of myself and my heirs, successors and assigns, voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Abbey, its affiliates, and each of the inhabitants of the Abbey, along with its insurers, successors, and assigns (collectively, the "Indemnified") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation at the Abbey or any travel related thereto. I promise, on behalf of myself not to sue the Abbey for any of the foregoing.

I am fully aware that participation at the Abbey (including any related travel) by me carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, including but limited to loss, personal injury, sickness, death,

damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume, on behalf of myself, all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

**I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate at the Abbey. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

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Printed Name (Visitor)

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Signature

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Date

**Visitors under 18 years of age must also have a Parent/Guardian sign this Agreement as well:**

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Printed Name (Parent/Guardian)

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Signature (Parent/Guardian)

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Date