



Celebrating People, Arts and Culture

Volunteer Assumption of Risk, Waiver of Liability & COVID-19 Agreement

Dear Members and Puja Volunteers:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. As a result, federal, state, and local governments and agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. For our organization, the safety of our members / volunteers remains the topmost priority. We are doing everything we can to be compliant with all Covid prevention rules and regulations. We have put in place preventive measures to reduce the spread of COVID-19 and will take every effort to ensure that all participating individuals and families are safe.

By participating in programs, services, and activities of **Bengali Association of Minnesota**, the undersigned acknowledges and agrees that

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I knowingly assume all such risks, both known and unknown, even if arising from the negligence of the releasees and assume full responsibility for my participation; and,
3. I am accepting all risks, both known and unknown. I understand that my participation in any activities is completely voluntary. I agree to comply with all protocols put in place to reduce risks to all attendees. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Puja Committee and other volunteers; and,
4. I release and hold harmless Bengali Association of Minnesota, their Board of Directors, Advisory and Compliance Committee, Durga Puja Committee, volunteers and member as well as the facilities they have contracted, with respect to illness, disability, death or loss or damage to person or property of the undersigned or such participating child (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating child) whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.
5. On behalf of myself, my family and my children, I hereby release, covenant not to sue, discharge, and hold harmless **Bengali Association of Minnesota** from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my participation in the programs, services or activities. I understand and agree that this release includes any claims based on the actions, or negligence of this organization, its members/volunteers, whether a COVID-19 infection occurs before, during, or after participation in any such program, service or activity.

I also attest to the below statements –

- I and my family have not made any international travel or travel to a highly impacted area within the USA in the last 2 weeks.
- I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
- I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of 6 feet.
- I and my family will wear facemasks covering mouth and nose throughout our stay in the temple.

By signing this release of liability, I STATE THAT I HAVE READ AND UNDERSTAND THE CONDITIONS SET FORTH IN THIS RELEASE, THAT I AGREE TO ALL THE CONDITIONS SET FORTH HEREIN, AND THAT I SIGN THIS VOLUNTARILY.

Member Signature: _____ Printed Name: _____ Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Minor Family members (list all names): _____

Member Signature: _____

Date: _____