

APPENDIX C

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, SARS-CoV-2, and the respiratory disease it causes, COVID-19 (together, "COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge regarding COVID-19 is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore unknowingly spread the disease. While there are several vaccines available, proof of vaccination for participation in programs and services offered by Brandywine Valley Active Aging is not required. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness including death.

Brandywine Valley Active Aging cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing our services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize our services and/or enter onto our premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I agree to accept full responsibility for familiarizing myself with the most recent CDC modifications and updates along with all applicable guidance from the Pennsylvania Department of Health.

I expressly agree, represent and warrant that I will not enter the Brandywine Valley Active Aging premises unless in the 14 days prior to entering the premises: (1) I have not had, been diagnosed with, or been suspected of having COVID-19, (2) I have not experienced any symptoms of COVID-19, and (3) I have not had any contact with anyone who has tested positive for COVID-19, experienced any symptoms of COVID-19, or self-isolated due to potential exposure to COVID-19.

I acknowledge that I am aware that by entering Brandywine Valley Active Aging's premises there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether a mask is worn, and that Brandywine Valley Active Aging cannot guarantee that there will be no exposure to COVID-19. I further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. I have independently evaluated and reviewed the risks of being exposed or infected by COVID-19 and have determined, with full knowledge of the risks, to voluntarily assume and accept the risk of contracting COVID-19 for myself and/or those with whom I interact to utilize Brandywine Valley Active Aging's services and enter Brandywine Valley Active Aging's premises. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 to utilize Brandywine Valley Active Aging's services and premises in person rather than enjoying the same services that are available virtually.

WAIVER OF LAWSUIT/LIABILITY: I, on behalf of myself and my heirs and personal representatives, hereby forever release and waive my right to bring suit against Brandywine Valley Active Aging 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 Brandywine Valley Active Aging's 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 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 Commonwealth of Pennsylvania will apply to this Waiver of Liability Relating to Coronavirus/COVID-19.

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:

Signature: _____ Date: _____

Name (printed): _____