



ASSUMPTION OF RISK, LIABILITY RELEASE AND INDEMNIFICATION FORM

I, on behalf of myself and any child(ren) for whom I have the capacity to contract, hereby agree as follows:

1. EXPRESS ASSUMPTION OF RISK: I hereby acknowledge that the World Health Organization declared a worldwide pandemic based on the novel virus "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2")," which is responsible for Coronavirus Disease ("COVID-19") and/or any mutation or variation thereof.

I understand and acknowledge that COVID-19 is EXTREMELY CONTAGIOUS and spreads from person-to-person contact, and through the air. 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. There is currently no known treatment, cure, or vaccine for COVID-19.

The Port Discovery Children's Museum (the "Museum") has implemented recommended guidelines and preventative measures to reduce the spread of COVID-19; however, THE MUSEUM CANNOT GUARANTEE that I or my child(ren) will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, visiting the Museum could increase my or my child(ren)'s risk of contracting COVID-19.

I acknowledge that by signing this Agreement, I ASSUME THE RISK THAT I OR MY CHILD(REN) MAY BE EXPOSED TO COVID-19 by virtue of visiting the Museum. I acknowledge and agree that I or my child(ren)'s visit to the Museum is strictly voluntary, and I believe that the benefits of visiting the Museum outweigh the potential risk and danger associated with COVID-19. By signing this Agreement, I agree that I assume full responsibility for any risks associated with my or my child(ren)'s visit to the Museum, including, but not limited to exposure to COVID-19. I acknowledge that such exposure to COVID-19 may involve the risk of SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY, AND/OR DEATH. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.

2. WAIVER AND RELEASE: I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me or my child(ren) – including but not limited to personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s visit to the Museum. I hereby forever release, covenant not to sue, discharge, and hold harmless the Museum, and its parents, affiliates, subsidiaries, owners, officers, directors, officials, trustees, employees, volunteers, and other agents or representatives from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my child(ren)'s visit to the Museum, including but not limited to personal

injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s visit to the Museum. I understand and agree that this waiver and release includes any claims based on the actions, omissions, or negligence of the Museum and its parents, affiliates, subsidiaries, owners, officers, directors, officials, trustees, employees, and other agents or representatives, including those claims in connection with exposure to or infection with COVID-19 related to my or my child(ren)'s visit to the Museum.

3. **INDEMNIFY AND HOLD HARMLESS:** I agree (on behalf of myself and any children for whom I have the capacity to contract) to forever indemnify and hold harmless the Museum and its parents, affiliates, subsidiaries, owners, officers, directors, officials, trustees, employees, and other agents or representatives for any and all claims, demands, losses, damages, and liabilities for indemnities, contribution, or otherwise with respect to any damage and/or injury, of any type, arising from my or my child(ren)'s visit to the Museum, including acts of negligence by the Museum, and its parents, affiliates, subsidiaries, owners, officers, directors, officials, trustees, employees, volunteers, and other agents or representatives.

4. I further agree that I am fully and solely responsible for my and my child(ren)'s compliance with all protective measures against COVID-19 exposure, including without limitation protective equipment (e.g., facemasks, gloves, etc.), social distancing, cleaning and disinfecting, and similar actions, as may be required or recommended from time to time by executive order, public health order, CDC guidelines, or other public directive.

5. **SEVERABILITY:** I understand that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. **CHOICE OF LAW:** I understand and agree that the laws of the State of Maryland will apply to this contract.

Signature

Date

Print Name

Name of child(ren)

Ages of child(ren)