M E M O R A N D U M

TO: Local Churches of the Eastern Pennsylvania Conference of The UMC

FROM: Matthew Morley, Conference Chancellor

DATE: May 15, 2020

RE: Sample Liability Waiver

As discussed on the webinar on May 12, 2020, I have prepared a sample Liability Waiver. This is a sample only. Each local church should review in detail and carefully weigh the benefits and limitations of utilizing such a waiver against the chilling effect such a waiver may have on participation in church activities. Given the diversity of churches within the Conference, I simply cannot guarantee that this waiver is appropriate for every situation.

Additionally, it is important to note that in my professional capacity as an Attorney, I represent the Eastern Pennsylvania Conference of the United Methodist Church. I do not represent any local church unless that local church has engaged me to represent them. Local churches should consider obtaining their own attorney. If your local church believes that they need an attorney to represent them, I can certainly discuss my firm’s availability to do so or provide a referral.

**Assumption of the Risk and Waiver of Liability Relating to**

**Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization**. 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 congregation of groups of people.

[Insert Church Name] **(“Church”)** has put in place preventative measures to reduce the spread of COVID-19; however, **Church** **cannot guarantee** that you or your child(ren) will not become infected with COVID-19 while present in our facilities. Further, your and your children’s presence in church facilities **could increase your risk and your child(ren)’s risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by being present in church facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Church may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Church employees, volunteers, members, attendees and others present in Church facilities.

**IN CONSIDERATION FOR BEING PERMITTED TO USE CHURCH FACILITIES, I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION OUR PRESENCE IN CHURCH FACILITIES (“CLAIMS”). ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CHURCH, ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CHURCH ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER OUR PRESENCE IN CHURCH FACILITIES.**

List the names and ages of all children (if any) covered by this Waiver:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If I have listed any children above, I certify that I am the legal parent or guardian of such children and have the legal authority to sign this document on my children’s behalf.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_