

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 (WHO). 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.

Whippoorwill Hill, LLC is following the rules and recommendations of the State of Indiana and regulations set forth by Monroe County, however, Whippoorwill Hill, LLC cannot guarantee that Client(s) and guests will not become infected with COVID-19. Further, attending an event held at Whippoorwill Hill, LLC could increase you and your guests risk of becoming infected with COVID-19.

By signing this agreement, Client(s) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Client(s) and guests may be exposed to or infected by COVID-19 by attending the event and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Client(s) understand that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of Client(s) and others, including, but not limited to, caterers, employees, volunteers, program participants, guests, and families.

Client(s) voluntarily agree to assume all of the risks and accept sole responsibility for enforcing the following requirements while hosting the personal event at Whippoorwill Hill. Client(s) voluntarily agree to assume all the risks of and accept sole responsibility for any injury to themselves or guests including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that Client(s) or guests may experience or incur in connection with my attendance at the Event.

Please check next to each box illustrating understanding of requirements to host an event at Whippoorwill Hill during COVID-19 pandemic.

- Although the capacity of Whippoorwill Hill is 300, until further notice events at Whippoorwill Hill, an outdoor venue, are capped at 150 people due to the pandemic.
- Client agrees to require everyone over the age of two, with some exceptions, to wear a face covering when not socially distant indoors or outdoors with others outside their immediate family. Face coverings must cover the nose and mouth.
- All tables will be set in such a manner to ensure social distancing between tables. No less than six feet straight line distance between tables.
- Client(s) will make the best attempt to seat or encourage seating between family units or individuals cohabitating in order to minimize unnecessary contact.
- Client(s) agree to disallow self-service buffets and encourage served buffets, "family style dining" with adequate portions served to each table or small group, or individual food containers.
- Clients agree to communicate to all vendors the requirement of personal protective equipment (PPE) during the event.
- Encourage guests in attendance to use hand sanitizing stations and restrooms sinks in order to maintain the highest of personal hygiene while at the event.

- Encourage guests to socially distance while dancing.
- When possible, ensure sliding doors on three sides of the barn remain open and fans remain "on" in order to maximize airflow within the facility. Encourage propping entry doors open to limit repetitive contact with door hardware.
- Client(s) agree to make available the guest list from the event if requested by Whippoorwill Hill

Client(s) personally and for their guests hereby release, covenant not to sue, discharge, and hold harmless Whippoorwill Hill LLC, its employees, 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. Client(s) understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Whippoorwill Hill LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the event.

IN WITNESS WHEREOF, the Client(s) and Whippoorwill Hill LLC execute this *Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19*

Client(s) Agreement:

I agree to the terms and conditions of this contract.

First Name _____ Last Name _____

Signature

I agree to the terms and conditions of this contract.

First Name _____ Last Name _____

Signature

Whippoorwill Hill Agreement:

I agree to the terms and conditions of this contract.

First Name _____ Last Name _____

Signature
