

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Participant both individually and also on behalf of any minor person(s) under 18 years of age in Participant's party over whom Participant is either the parent, legal guardian or other responsible party (hereinafter, individually and collectively referred to as the "Participant") hereby delivers this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 (the "Waiver") to the WOODSIDE CLUB located at 225 Muttontown Road, Muttontown, NY 11791 ("THE CLUB"), as a material inducement for THE CLUB to permit Participant to attend an event (the "Event") at THE CLUB, and accordingly and in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant represents, certifies, warrants and agrees as follows:

1. **COVID-19 RISKS ASSUMED AND LIABILITY WAIVED BY PARTICIPANT:** Participant, individually and on behalf of any of Participant's minors, hereby expressly understands, acknowledges and agrees as follows:
 - 1.1. That The World Health Organization has declared the novel Coronavirus COVID-19 a worldwide pandemic and that due to its capacity to transmit from surfaces and from person-to-person through respiratory droplets and otherwise as a consequence federal, state, and local governments and health agencies recommend social distancing and other safe practices and preventive measures which Participant agrees to strictly follow in an attempt to curb and/or reduce the spread of COVID-19.
 - 1.2. Participant assumes sole and personal responsibility for Participant's actions and safety during the Event.
 - 1.3. Participant agrees and promises to ensure Participant's compliances and adherence to safe COVID-19 practices, including but not limited to, compliance with local, state and federal regulations and mandates concerning social distancing, hand sanitization, and mask wearing in addition to any such other preventative measures that THE CLUB may announce, post and/or put in place for the safety of Participant and all others attending the Event. Notwithstanding, Participant understands and agrees that even with due compliance with all preventive measures THE CLUB cannot guarantee that Participant will not become infected with COVID-19.
 - 1.4. The risk of spread, exposure and/or infection by COVID-19 at the Event may also result from the actions, omissions, or negligence of Participant and others in attendance at the Event and their families, including, but not limited to, actions, omissions or negligence of THE CLUB employees, vendors and volunteers.
 - 1.5. Participant acknowledges the extremely contagious nature of COVID-19 and notwithstanding freely and voluntarily makes the choice to attend the Event and thereby assumes the risk and sole responsibility that Participant's attendance may likely increase the risk of Participant's exposure to and probability of being infected by COVID-19 and that such exposure to or infection from COVID-19 may result in Participant suffering claims, losses and damages, both physical and/or monetary, including but not limited to personal injury, illness, short term and/or "long haul" and/or permanent disability, and death (collectively hereinafter "Claims").
 - 1.6. With full knowledge of the risks involved, Participant, agrees to waive, release, covenants not to sue, discharges and holds harmless THE CLUB, its board, officers, managers, members, independent contractors, affiliates, staff, employees, vendors, agents, representatives, successors, and assigns from any and all Claims directly or indirectly arising out of or relating to Participant's spread of and/or exposure to and/or infection from COVID-19 at the Event.

2. **REPRESENTATIONS MADE BY PARTICIPANT:** Participant, individually and on behalf of any of Participant's minors, hereby expressly acknowledges, warrants, affirms and certifies as follows:
 - 2.1. That Participant and Participant's minor(s) have provided proof to THE CLUB that they have either: **(A)** tested negative for COVID-19 under an approved FDA test within 72 hours of the Event -OR- within six (6) hours of the Event if a rapid test **-OR- (B)** received and completed a CDC approved COVID-19 vaccination (either both doses of Moderna or Pfizer or the single dose of J&J/Janssen at least 14 (fourteen) days prior to the Event.
 - 2.2. Further with regards to Participant Participant's minors, and/or household members as follows:
 - 2.2.1. They have NOT been diagnosed to be infected by COVID-19 virus within the past fourteen (14) days.
 - 2.2.2. They have NOT experienced any symptoms of fever, fatigue, difficulty in breathing, dry cough, sore throat, muscle or body aches, headaches, loss of taste or lose of smell, congestion or runny nose, nausea, vomiting or diarrhea and have further have not exhibited any other symptoms relating to COVID-19 or any communicable disease within the past fourteen (14) days.
 - 2.2.3. They have NOT knowingly been exposed (in close contact (within 6 feet) for more than 10 minutes) to anyone diagnosed with COVID-19 within the past fourteen (14) days.
 - 2.2.4. They have NOT traveled by sea or by air, within the past fourteen (14) days.
 - 2.2.5. They have NOT traveled internationally within the past fourteen (14) days.
 - 2.2.6. They have NOT visited any any area within the United States with any COVID-19 travel bans in the past fourteen (14) days.
3. **Severability:** If any part of this Waiver is found to be void by a court of law, the remaining provisions of this Waiver shall nevertheless be binding with the same effect as though the void portions were deleted.
4. **Continuing Representations:** Participant will not attend the Event if any of Participants representations made herein change prior to the Event and if so Participant will also notify THE CLUB in writing of same.
5. **Competency:** Participant is at least eighteen (18) years old and fully competent to consent and bind Participant as well as any of Participant's minors, if any.
6. **Full Comprehension and Knowledge:** Participant confirms Participant can read and comprehend English and has been given adequate opportunity to carefully read and review this entire Waiver and fully understand its contents and voluntary consents to sign this Waiver as Participant's free act, will and deed with full intention to be bound by the same.
7. **Governing Law:** The construction and meaning of the terms and provisions of this Waiver shall be interpreted in accordance with the laws of the State of New York. Jurisdiction of and venue for any dispute arising out of or relating to this Waiver, including without limitation, the validity, interpretation, performance, or breach thereof, shall lie in Nassau County, New York.
8. **Effectiveness:** This Waiver shall take effect immediately upon execution by Participant.

PARTICIPANT NAME & DOB: _____ D.O.B. _____ Date Signed _____ 2021
(print name below/sign above)

PARTICIPANT ADDRESS: _____ EVENT: _____

Phone/Cell #: _____ Email: _____ @ _____