

# COVID-19 LIABILITY WAIVER

## READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the property, facilities, and services of USS Hornet Sea, Air & Space Museum, of 707 West Hornet Ave, PIER 3 ALAMEDA POINT, ALAMEDA, California, 94501-0000, I, \_\_\_\_\_ (full name), of Cub Scout Pack 485 (group name), agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings regarding COVID-19, and further agree to follow any oral instructions or directions given by USS Hornet Sea, Air & Space Museum, or the employees, representatives or agents of USS Hornet Sea, Air & Space Museum.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledge the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge USS Hornet Sea, Air & Space Museum for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of USS Hornet Sea, Air & Space Museum, whether caused by the fault of myself, my family, USS Hornet Sea, Air & Space Museum or other third parties.

I acknowledge that USS Hornet Sea, Air & Space Museum has followed all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19. I acknowledge that USS Hornet Sea, Air & Space Museum cannot guarantee that I will not become infected with COVID-19.

**3. INDEMNIFICATION.** I agree to indemnify and defend USS Hornet Sea, Air & Space Museum against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of USS Hornet Sea, Air & Space Museum.

**4. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

**5. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this

Agreement if I so desire. I further agree and acknowledge that USS Hornet Sea, Air & Space Museum has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**6. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

**7. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I  
FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I  
VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Signed by: \_\_\_\_\_

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