



MUSLIM COMMUNITY CENTER
OF GREATER SAN DIEGO
UNITED IN FAITH

CORONAVIRUS ADVISORY

AND

ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

This is a release of liability. Read it carefully and completely before signing.

This agreement is entered into between the Greater San Diego Muslim Community Center, a/k/a Muslim Community Center of Greater San Diego (“MCC”), located at 14698 Via Fiesta, San Diego, CA 92127, and the undersigned party (“Congregant”).

Advisory Regarding Risks of Exposure to Coronavirus

The novel coronavirus (“COVID-19”) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and has a mortality rate many times greater than the flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of catching COVID-19, persons especially at risk are those with compromised immune systems and the elderly. Persons over 65 years of age may be at particular risk. MCC intends to conduct as many of the five daily prayers and other prayers as is feasible, but in light of the warning against public gatherings, Congregant and other attendees are cautioned to enter at their own risk and should exercise precaution.

Declaration, Agreement, and Assumption of Risk

In consideration for receiving permission to be on the grounds and premises (whether inside or outside) at MCC (each such instance, an “Activity”), Congregant, on behalf of him/herself and any minor child/children for whom he/she has the capacity to contract, hereby acknowledges, declares, states, and agrees to the following:

- (1) I am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I am aware of and agree to follow all federal, state, and local laws and orders, including orders such as “stay home,” “safer at home,” “shelter in place,” and the like. I acknowledge and understand that that the circumstances regarding COVID-19 may change from day to day and that, accordingly, such guidelines, laws, and orders are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
- (2) I assume the risk of entering MCC. I understand and agree that no one, including but not limited to MCC, its board members, employees, and volunteers, can guarantee that I will not be exposed to or contract COVID-19.
- (3) Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
- (4) I agree and understand that it is my responsibility to exercise care to protect myself, such as assessing my own risks, which may include age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor’s recommendations, local, and state and federal recommendations.
- (5) I represent that: (a) to the best of my knowledge, I am not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19, and (b) I am not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms. I believe that I am not likely to transmit or contract COVID-19.

- (6) I agree to abide by all guidelines and restrictions that MCC implements in connection with COVID-19. I agree to practice social distancing by keeping at least 6 feet between myself and others. I understand that I should not gather in groups or touch surfaces or items at MCC. If I believe it necessary to touch surfaces or items at MCC, I understand and assume the risks of doing so. I understand that that wearing face masks, removing shoes outside before entering the facility, and frequent hand-washing and -sanitizing are steps I can take to protect yourself and others.
- (7) I, on behalf of myself, my spouse, heirs, executors, assigns, any minor children for whom I have the capacity to contract, and anyone else who may bring claims on my behalf: (a) acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and (b) hereby **release, waive, discharge, and covenant not to sue** MCC, its board, officers, directors, agents, staff, volunteers, employees, and assigns (the "Releasees") from any liability related to COVID-19 that might occur as a result my attendance at the MCC facility or participation in any Activity. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after any Activity. It is my express intent that this agreement shall bind any assigns and representatives.
- (8) I shall indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury alleged to be related to any Activity.
- (9) I acknowledge that the waivers of liability, releases, declarations, acknowledgements, and other provisions in this agreement constitute material inducements upon which MCC is relying on to permit the Activities. Notwithstanding the preceding, MCC reserves the right to refuse, limit or terminate an Activity at any time if MCC or its representative deems, in its, his or her sole discretion, that an undue risk of illness, injury or death exists to Congregant or any other person.
- (10) I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this agreement.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California. This Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is found to be invalid or unenforceable, for whatever reason, the remaining portions shall continue to be valid and legally binding. Further, if any provision of this Agreement is found to be invalid or unenforceable, for whatever reason, as applied only to a particular person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

The releases in this agreement include an express, informed, knowing and voluntary waiver and relinquishment to the fullest extent permitted by law. In this connection, the parties acknowledge that they may sustain damages, losses, costs or expenses which are presently unknown and unsuspected and that such damages, losses, costs or expenses as may already have been sustained may give rise to additional damages, losses, costs or expenses in the future. The parties hereto further acknowledge that they have negotiated this Agreement taking into account presently unsuspected and unknown claims, counterclaims, causes of action, damages, losses, costs and expenses, and the parties hereto voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on general releases. The parties voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on releases. Specifically, each party hereby expressly waives any rights they may have under California Civil Code Section 1542 (or any other similar law in any jurisdiction), which provides that: **"A general release does not extend to claims which the creditor does**

not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Congregant

MCC

Name: _____

Name and Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____