

Assumption of the Risk and Waiver Of Liability Relating To COVID- 19 and Other Acts

Discernment Retreat Nov. 13-14th, 2021

In consideration for receiving permission to attend a Retreat held on (Date) at the premises owned by the Dominican Sisters of Mary, Mother of the Eucharist (DSMME) at 4101 E. Joy Road, Ann Arbor, MI. 48105, I hereby acknowledge and agree to the following:

1. I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is believed to spread mainly from person-to-person contact. I am aware that it is reported to be extremely contagious. I acknowledge that the medical knowledge regarding COVID-19 is changing from day to day, but that possible methods of transfer include person-to-person contact, breath, and/or contact with contaminated surfaces. I accept full responsibility for familiarizing myself with the most recent updates and precautions and always complying with the same while on the premises.
2. I understand that DSMME cannot and does not guarantee that I will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that I may be exposed to, or infected by, Covid 19 by attending and/or participating in the retreat and that such exposure or infection may result in personal injury, illness, permanent disability and death. I further understand that the risk of becoming exposed to or infected by Covid-19 may result from the actions, omissions, or negligence of myself and others including but not limited to employees, volunteers and program participants. I hereby acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my presence on the premises.
3. I hereby RELEASE AND DISCHARGE the DSMME, its owners, officers, agents, directors, employees, agents or other representatives and the Catholic Diocese of Lansing (Releasees) from any liability related to personal injury, illness, permanent disability and death caused by COVID-19, or any other injury, illnesses or damages due to the Releasees negligence that might occur as a result of my presence on the premises. I further understand that this release and discharge applies to any illness, permanent disability and death caused by Covid-19 after the conclusion of the retreat I attended.
4. I agree to 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 attorneys' fees), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to it or other acts of negligence.

5. I understand that by signing this waiver I am giving up my right to bring any claims, including for personal injuries, death, disease, or any other loss. I understand and agree that this agreement will be interpreted in accordance with the laws of the State of Michigan.

6. In the event that I file a lawsuit against any of the Releasees, I agree to do so solely in the State of Michigan, and I further agree that the substantive laws shall apply in that action without regard to the conflict of law rules. I irrevocably consent to the exclusive jurisdiction and venue of any state or federal court located within the State of Michigan.

DSMME guidance also includes the following:

- 1) DSMME adheres to the policies of the diocese, state, and local health authorities at the time of the retreat.
- 2) Daily disinfecting areas, including restrooms, occupied by the attendees.
- 3) Upon arrive the retreatant will be asked recommended questions from the County Health Officer dealing with possible COVID-19 infections and have her temperature taken.
- 4) For discernment retreats, if the retreatant is brought by someone else, only the retreatant may enter the building.
- 5) DSMME reserves the right to modify/add policies as necessary.

By signing this Agreement, I acknowledge and represent that I have read and fully understand that I am giving up substantial rights. I am signing it voluntarily as my own free act and deed; that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent.

Date: _____

Signature: _____

Witness: (signed by parent if
under 18 years)

Name (printed): _____
