**FREE TO USE**

**Waiver of Liability for COVID-19**

The following waiver of liability for COVID-19 form is being provided to you by Welch Law LLC free of charge. This form does not constitute legal advice and does not in any way eliminate the need for you to speak with your legal counsel about how COVID-19 and potential liabilities will impact your business and customers. We are providing this form as an awareness piece and have based it off of common principles of liability law. There is no guarantee that this, or any, liability waiver form will protect you or your business from liability. Particularly as it pertains to COVID-19 and other epidemics/pandemics.

Simply having a customer/client sign a waiver of liability does not alleviate a business’s responsibility for providing customers/clients with a reasonable standard of care. Waivers are not blanket “get out of jail free” cards. Rather, they are a part of business’s tool kit to help inform their customers/clients of potential risks and to allow them to make informed decisions.

We strongly encourage and recommend you speak with your legal counsel about the use of this, or any, liability waiver form and that you further seek assistance of counsel to narrowly tailor the form to meet yours and your company’s needs.

This form is for educational and informational purposes only. It is not comprehensive, it is not legal advice, it does not create an attorney/client relationship, and your decision to use it in any form is yours alone.

If you would like additional assistance, please feel free to contact us at:

<https://welchlawllc.com/contact/>

636-352-1222

**COVID-19 Waiver of Liability**

COVID-19, also known as the coronavirus, has been declared a worldwide pandemic by the World Health Organization and the Centers for Disease Control and Prevention. Current scientific and medical evidence suggest COVID-19 is a highly contagious disease. More is learned and reported about COVID-19 daily. Current reports suggest the disease is highly contagious, and is believed to spread easily from person-to-person, and possibly through contact with contaminated surfaces and/or through the air. The contagion rate appears to be quite high with COVID-19 and evidence suggests people can be infected and spread the disease, while having no symptoms or knowledge of their infection. COVID-19 can cause serious and potentially life-threatening illness and death. There are currently no known treatments, cures, or vaccines for COVID-19.

**COMPANY will take reasonable precautions and care, based on advice from the CDC, to reduce the spread of COVID-19. For example, practicing social distancing when possible, wearing face coverings when it is safe to do so, and sanitizing our hands and equipment regularly. However, it is not possible, or within our ability, to prevent against the presence of the disease in our premises, or in yours. COMPANY cannot prevent the spread of COVID-19, nor can we prevent you or others from being exposed to it or from being infected with the disease. Your choice to use our services, or premises, may increase your risk of exposing yourself to COVID-19, to include contracting it and/or spreading it.**

**ASSUMPTION OF RISK: I have read and understood the above warning.** I hereby choose to accept the risk of contracting COVID-19 for myself, and those under my charge, in order to utilize **COMPANY**’s services and, if applicable, enter **COMPANY**’s premises.

**WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against COMPANY, its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing COMPANY’s services and/or premises**. I understand that this waiver means I give up my right to bring any claims including personal injury, death, disease or property loss, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I understand and agree that the law of the State of Missouri will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If signing on behalf of a minor: I am the parent or legal guardian named above. As such, I have the legal right to consent to and by my signature below, I do hereby consent to the terms and conditions of this waiver of liability.

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_