

Oakland Ski Club Assumption of Risk and Waiver of Liability Form Relating to Corona virus/COVID-19

The novel coronavirus disease or-, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Understand that in light of the current medical, legal and economic conditions resulting from the COVID 19 pandemic, and recognizing that these conditions are *subject to abrupt change at any time*, you are staying at the Oakland Ski Club Lodge "Lodge" voluntarily under the following conditions:

1. The Oakland Ski Club has put in place rules intended to reduce the spread of COVID-19, based upon a layperson's understanding of the disease and information available to the OSC., By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my family may be exposed to or infected by COVID-19 by staying at the Lodge and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Lodge may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other residents of the Lodge, Members of OSC, and their families.
2. The OSC cannot guarantee that you or your family will not become infected with COVID-19. Further, entering the Lodge could increase you and your family's risk of contracting COVID-19. While we wish that we could control every possible risk, and while we ask all visiting members to use their best efforts to keep you and your family safe from the COVID-19 virus, we want to make clear that we cannot promise or guarantee that this or any other pathogen will not enter the Lodge, and that there is always a risk of you or your family becoming ill with this or any other communicable disease.
3. By signing this Waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my family may be exposed to or infected by COVID-19 by staying at the Lodge.
 1. FURTHERMORE, I represent that a) To the best of my knowledge, neither I, nor my lodging children, are not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with COVID-19; b)I am not experiencing fever, or signs of respiratory illness, such as cough, shortness of breath, or difficulty breathing, loss of smell or taste, or other COVID-19 symptoms, and; I understand that persons may be afflicted with COVID-19 and not exhibit any symptoms nor be aware that they are afflicted or may not choose to disclose their condition.
 2. I will inform the OSC if I find out that either I or my children who lodged there have COVID-19 or were exposed. Any reservations will be cancelled and refunds will be given for time not spent at the Lodge.

I have reviewed and agreed with the above information. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless The Oakland Ski Club, its board, members, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the OSC, its board, members, and representatives, whether a COVID-19 infection occurs before, during, or after visiting the Lodge.

NAME _____ Date _____

Children _____

Signature _____