



Ben's Place Services, Inc.  
WAIVER OF LIABILITY, AND INDEMNITY  
AGREEMENT

Member Name \_\_\_\_\_ (Please Print)  
Primary Guardian Name(s): \_\_\_\_\_; \_\_\_\_\_ (Please Print)  
Guest Name \_\_\_\_\_ (Please Print)

IN CONSIDERATION for being a member of Ben's Place Services, Inc. and for my participation as a member, guardian, or guest, the undersigned, on behalf of himself/herself and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that the undersigned finds and accepts the premises and operations of Ben's Place Services, Inc. as being safe and reasonably suited for his/her participation as a member in member programs and activities.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in and around meeting locations of Ben's Places Services, Inc. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and State and local Department of Health for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned shall attend any meeting or other in-person Ben's Place Services, Inc. function within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice; (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice; or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The undersigned hereby further agrees, represents, and warrants that the undersigned shall not attend any Ben's Place Services, Inc. in-person meeting or function if he/she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19 unless and until he/she has recovered and quarantined for at least five (5) days post recovery.

Ben's Place Services, Inc. has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies, including the CDC and state and local health authorities, for slowing the transmission of COVID-19. The undersigned acknowledges and agrees that Ben's Place Services, Inc. may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Ben's Place Services, Inc. revised procedures prior to attending any in-person meeting or function of Ben's Place Services, Inc.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE AS A MEMBER OF BEN'S PLACE SERVICES, INC., THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING: THE UNDERSIGNED, ON HIS/HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Ben's Place Services, Inc., its directors, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of Ben's Place Services, Inc. or otherwise while the undersigned are in, upon, or about the premises or any facilities of Ben's Place Services, Inc. or its agents, or participating in any program affiliated with Ben's Place Services, Inc.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM BEN'S PLACE SERVICES, INC., IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY BEN'S PLACE SERVICES, INC. MEETING OR EVENT AND ANY ILLNESS, INJURY OR DEATH RESULTING.

**I have read and understand the terms of this Assumption of Risk, Release and Date Waiver of Liability, and Indemnity Agreement and agree to its terms.**

Attendee Signature \_\_\_\_\_

Staff/Family/Guardian Signature \_\_\_\_\_

DATE: \_\_\_\_\_