

Form Liability Waiver for COVID-19

The attached liability waiver is a form waiver related to COVID-19 for customers or persons who enter a business's premises and utilize its services. The waiver is drafted based on known general legal principles as of the time of drafting. However, it is unknown the extent to which any court in any jurisdiction will enforce liability waivers in a pandemic, and in the current changing landscape, guidelines are changing rapidly. Moreover, state laws vary greatly concerning the enforceability of liability waivers and the enforcement of waivers depends on a number of factors specific to the circumstances of their use and the nature of the harm alleged. (See our [memo regarding enforceability of waivers](#).) Therefore, a company cannot rely on the use of this waiver to guarantee it will be enforceable for any business activity in which the company engages in any jurisdiction. Indeed, companies will be held to a standard of care concerning COVID-19 whether or not they utilize this waiver. We recommend that each company conduct a specific analysis of the best ways to limit the company's liability and tailor this waiver to the company's business and the relevant jurisdiction.

The attached liability waiver is for informational and educational purposes only. It is not intended to be comprehensive, nor does it constitute legal advice. It does not create an attorney/client relationship. Specific legal advice should always be sought before taking or refraining from taking any action. Please contact our team to complete a specific analysis for your company.

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Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

[Name of Company] cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing **[name of company]**'s services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize **[name of company]**'s services and/or enter onto **[name of company]**'s premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize **[name of company]**'s services and enter **[name of company]**'s premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize **[name of company]**'s services and premises in person [if applicable: "rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference)].

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against [name of company] and 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 [name of company]'s services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, 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.

CHOICE OF LAW: I understand and agree that the law of the State of _____ 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:

Signature: _____
Name (printed): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature : _____
Name (printed): _____

Date: _____