

TOWN OF KINGSTON & KINGSTON PUBLIC LIBRARY

**ASSUMPTION OF THE RISK AND 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 extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments, including the Town of Kingston, and federal and state health agencies and the Kingston Board of Health recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Town of Kingston (“the Town”) and Kingston Public Library (the “Library”), by and through the Board of Selectmen, Board of Health and the Library Trustees have put in place preventative measures to reduce the spread of COVID-19; however, the Town and Library **cannot guarantee** that you not become infected with COVID-19. Further, **participating in activities or events at the Library, including serving as a volunteer at the Library, could increase your risk** of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in activities or events at the Library, including serving as a Library volunteer, 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 Library may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Library employees, volunteers, and program participants and their families.

After carefully considering the risks involved, and in consideration of the services provided by the Town and the Library, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in activities or events at the Library, including serving as a Library volunteer, (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Town and the Library, its employees, agents, 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 Town and Library, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Library program or event, including serving as a Library volunteer.

I further agree to comply with all restrictions which may be imposed to ensure proper social distancing.

Signature of Volunteer

Date

Print Name