

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, governmental authorities recommend social distancing, among other measures.

Muslim Association of Lehigh Valley ('Masjid'), located at 1988 Schadt Avenue, Whitehall, PA 18052, has put in place certain basic preventative measures to reduce the spread of COVID-19; however, neither these measures nor the Masjid generally can guarantee that you will not become infected with COVID-19. Attending the Masjid could increase your or your child's risk of contracting and subsequently spreading COVID-19. Because the Masjid is open for use by other individuals, you or your child may be at higher risk of contracting COVID19 while on its premises.

By signing this agreement, I acknowledge – on behalf of myself and/or, where applicable, on behalf of my child or other minor who is in my legal guardianship – the statements above and voluntarily assume the risk that I (and/or my child/minor) may be exposed to or infected by COVID-19 by attending the Masjid – including by participating in individual or congregational salaah (prayers); participating in any Ramadan Related ibadaat (rituals), such as itikaaf (staying at the Masjid up to 10 days); participating in any educational programs, such as the Quranic hifz or recitation classes, or otherwise using the facilities and premises in any manner. While I am (and/or my child/minor is) on the Masjid premises, I agree to comply fully with (and/or ensure that my child/minor complies fully with) the COVID-19 guidelines recommended by federal, state, and local authorities, including Centers for Disease Control (CDC) Guidelines. I agree to maintain (and/or will ensure that my child/minor always maintains) a social distance of at least 6 feet from any other individual on the Masjid premises.

I further acknowledge and voluntarily assume (on behalf of myself and/or child/minor) the risk that such exposure or infection may result in personal injury, illness, permanent disability, and death. I (on behalf of myself and/or child/minor) understand that the risk of becoming exposed to or infected by COVID-19 at the Masjid may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Masjid board members, officers, agents, servants, independent contractors, affiliates, employees, successors, volunteers, and other participants in attendance at the Masjid.

I voluntarily agree (on behalf of myself and/or child/minor) 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, expense, judgment, or cause of action of any kind, that I (or my child/minor) or anyone that I (or he/she) subsequently come(s) into contact with, may experience or incur in connection with my attendance at the Masjid or participation in the Masjid's programming ("Claims"). I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives (or, where applicable on behalf of my child/minor and his/her family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives), hereby forever release, waive, discharge, hold harmless, and covenant not to sue the Masjid, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, expenses, causes of action of any kind arising out of or relating thereto. I understand and agree (on behalf of myself and/or my child/minor) that this release includes any Claims based on the actions, omissions, or negligence of the Masjid, board members, officers, agents, servants, independent contractors, affiliates, employees, successors, volunteers, and other participants in attendance at the Masjid, whether a COVID-19 infection occurs before, during, or after participation in any Masjid program.

By signing below, I acknowledge and represent (on behalf of myself and/or child/minor) that I have read the foregoing waiver of liability and assumption of risk, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and indemnification requirements contained in this document. I am sufficiently informed about the risks involved in using the Masjid to decide whether to sign this document on behalf of myself and/or child/minor; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and/or, where signed on behalf of a minor, I am the parent or legal guardian of said child or minor; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. If any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement.

Name of Individual or Parent/Legal Guardian Date

Name of (Child/Student) Date

Signature of Individual por Parent/Legal Guardian Date

Signature of (Child/Student) Date