



**MOUNT OLIVET LUTHERAN CHURCH
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT
(ADULT PARTICIPANT)**

As a condition to my participation in any activity, event, or program organized, hosted, or affiliated with Mount Olivet Lutheran Church ("Mount Olivet") or any of its affiliates (including but not limited to Cathedral of the Pines and Mount Olivet Retreat Center) ("Event"), I, _____, agree to the following.

1. Agreement to Follow Mount Olivet Policies. I agree that I am personally responsible for my safety and actions while participating in any Event. I agree to comply with all relevant policies, guidelines, signage, and instructions. Among other things, I will not participate in any Event if I or anyone in my household presents any symptoms of COVID-19, and I will follow all social-distancing instructions. I also agree that, if I see a situation I believe to present a risk of injury or illness, I will bring it to the attention of Mount Olivet and take appropriate measures to protect myself from harm.

2. Consent to Seek Emergency Medical Help. I authorize the staff and faculty of Mount Olivet and its affiliates to seek emergency medical help for me if, in their sole discretion, they deem it appropriate.

3. Recognition of Risks. I recognize that my participation in any Event exposes me to certain risks of injuries and illness. In particular, because Events often involve multiple people in a single space, participants risk contracting contagious illnesses, including COVID-19.

4. Waiver of Liability. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, vendors and estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, and discharge Mount Olivet, its officers, agents, servants, independent contractors, and affiliates, and each of their employees, successors, and assigns (collectively the "Released Parties") from any and all losses, liability, claims, demands, actions, or causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury (including death) that may be sustained by me—whether caused by the negligence of the Released Parties, any third-party, or otherwise—in connection with my participation in any Event.

5. Assumption of Risk. I hereby assume the risk of being injured, becoming ill, or contracting or transmitting COVID-19 while participating in any Event.

6. Indemnification. I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, settlements, losses, and/or liabilities (including attorney fees) suffered by the Released Parties as a result of my actual or alleged conduct or transmission of COVID-19 while participating in any Event.

7. Competence, Voluntariness, and Consideration. I am at least 18 years old and fully competent to execute this agreement. My participation in any Event is completely voluntary, and I execute this document voluntarily and for adequate consideration.

8. Governing Law. This agreement shall be governed by and construed in accordance with Minnesota law. No action, litigation or proceeding of any kind whatsoever in any way arising from or relating to this Agreement or my participation in any Event may be brought in any forum other than Hennepin County District Court or the U.S. District of Court for the District of Minnesota. I waive any argument that such courts lack personal jurisdiction or are an inappropriate venue. I agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

9. Severability. 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 only to the limited extent required to permit enforcement of this agreement as a whole.

10. No Inconsistent Statements. I hereby state that the Released Parties have made no oral representations, statements, or inducements inconsistent with this written agreement.

By signing below, I acknowledge and represent that I have read this agreement, understand it, and sign it voluntarily as my own free act and deed.

Participant's Printed Name

Date

Signature