

WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, the undersigned participant, hereby sign this Waiver, Assumption of Risk and Indemnity Agreement (the “Agreement”) in favor of the Baldwin County Emergency Management Agency (“BCEMA”) and the Baldwin County Commission, a political subdivision of the State of Alabama (the “Commission”) on behalf of myself, my personal representatives, heirs, administrators and assigns.

1. Release and Indemnity. In consideration of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, I waive and release all claims and causes of action against Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, and agree to indemnify and hold harmless Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, from and against all claims, including attorney fees, for any personal injury, temporary or permanent disability, including death, real or personal property loss, real or personal property damage, economic loss and/or other damages, of any kind related to or arising out of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, due to any cause whatsoever, including, without limitation, negligence on the part of BCEMA, exposure to COVID-19 or any future global pandemic or otherwise, while participating as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program. I further acknowledge that the release of liability and indemnity obligations described herein shall not expire.

2. Voluntary Participation and Assumption of Risks. I understand and agree that my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program is voluntary. I further understand and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation *as a* volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program.

3. Identification of Risks. I understand that COVID-19, or likewise, any future global pandemic, poses a hazard to the health, safety, and welfare of the general public and that it is an extremely contagious disease, which can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19. An inherent risk of exposure to COVID-19 exists in all public places, even outdoors, where one is interacting or in close proximity to other persons which may occur while participating in the Volunteer Program. Given the close proximity of persons while volunteering, compliance with recommended social distancing standards may be difficult or not possible. All volunteers should keep each other healthy by wearing a mask at all times and staying home if he/she feels sick or has been exposed to someone with COVID-19.

4. Severability and Applicable Law. Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be

governed and construed in accordance with the laws of the State of Alabama, with proper venue for any action lying in Baldwin County.

5. Acknowledgment of Understanding. I have read this Waiver and Indemnity Agreement and understand the terms used in it and their legal significance and acknowledge that the waiver and indemnity described herein is voluntarily given. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the date set forth below.

Participant: In exchange for being allowed to participate as a volunteer at BCEMA in Baldwin County, through the Retired and Senior Volunteer Program, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Assumption of Risk, and Indemnity and agree to observe all safety rules and procedures implemented by the BCEMA and the Baldwin County Commission.

Date

Signature of Participant

Printed Name of Participant