



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 have issued emergency orders, placing restrictions on travel, public gatherings, and conduct in public places, generally. The emergency orders have further resulted in access restrictions and closures of certain public places and amenities.

Specifically, the State of Maine has issued an order requiring any person, resident or non-resident, traveling into Maine to self-quarantine for 14 days or for the balance of 14 days dating from the day of arrival, except when engaging in certain essential services.

Ocean Fever has put in place preventative measures in an effort to reduce the spread of COVID-19; however, **our Ocean Fever program cannot guarantee that you or your guests will not become infected with COVID-19.** Visiting the beach and using any shared amenities could increase your risk of contracting COVID-19. **Further, our Ocean Fever program assumes no responsibility to enforce or monitor compliance with the COVID Regulations (as defined below) and makes no representations as to the safety of staying at the beach or assurances as to the compliance of other guests with the COVID Regulations. By signing this Agreement, I acknowledge that I have been warned of the contagious nature of COVID-19 and notified of my obligations to abide by the COVID Regulations, and I freely and voluntarily assume any and all risks that I may be exposed to or infected by COVID-19 during my stay at the beach** and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand the risk of being exposed to or infected by COVID-19 at the Campground may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Ocean Fever volunteers, and other guests. On my own behalf and on behalf of my child(ren), **I further agree to comply with any federal, state, and municipal rules, regulations, restrictions, orders, guidelines, and policies concerning COVID-19, as the same may be amended (the "COVID Regulations"), and agree to indemnify and hold harmless the Ocean Fever program** for any claims or damages related to the actions of myself, my children, and/or guests in violation of such COVID Regulations.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my occupancy at the Campground or violation of any COVID Regulations ("Claims"). On my behalf, and on behalf of my child(ren), **I hereby release, covenant not to sue, discharge, indemnify and hold harmless the Ocean Fever program, its employees, officers, agents, and representatives, of and from the Claims**, including 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, or breach of warranty** of the Ocean Fever program, its officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my occupancy at the beach.

Print name:

Signature of Guest