



# Florida United Numismatists, Inc.

## EXPRESS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY/HOLD HARMLESS AGREEMENT ("COVID-19 Agreement")

Please read and be certain you understand the implications of signing this document.

**Your signature is required before you will be allowed to participate in the Florida United Numismatists, Inc. ("F.U.N.") Convention**

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I, \_\_\_\_\_, am over the age of 18 years, I have the capacity to sign this agreement for myself and for my minor child(ren), I hereby affirm, acknowledge and agree that I have been fully informed of the inherent hazards and risks associated with the COVID-19 virus, and I voluntarily and expressly agree to the following:

**1.** I understand that in exchange for my signing this COVID-19 Agreement and conducting myself according to the infectious disease exposure reducing safety protocols as outlined herein and required of each participant, that I will be allowed to enter the F.U.N. Convention and fully participate in its activities.

**2.** I understand that participation in the F.U.N. Convention may include exposure to illness, injury, or death from infectious diseases, including but not limited to MRSA, SARS, Influenza, and COVID-19, and that I am personally responsible for acting in a manner that may reduce this risk to both myself and to others.

**3.** Despite the risks associated with COVID-19 and possible exposure to same or other infectious disease, which risks I readily acknowledge, **I hereby willingly agree to comply with all of the stated terms and conditions regarding protection from infectious diseases identified herein, and I willingly choose to participate in the F.U.N. Convention and its activities, subject to all of the F.U.N. Convention requirements.**

**4.** I KNOWINGLY, FREELY, and FULLY ASSUME THE RISK OF INJURY, ILLNESS OR DEATH, including both known and unknown risks, related to COVID-19 or other infectious disease, arising from my participation in, and being on the premises of the F.U.N. Convention. EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE OF THE RELEASEES or others, I assume full responsibility for my participation.

**5.** I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) Florida United Numismatists, Inc., its owners, officers, directors, agents, employees, contract staff, volunteers, and assigns, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (the "RELEASEES") from any liability related to COVID-19 or other infectious disease that might occur as a result my being on the premises and participating in the F.U.N. Convention and its activities.

**6.** I further agree and it is my express intent on behalf of me, my minor child(ren) if present, my heirs, assigns, personal representatives and next of kin, to INDEMNIFY AND HOLD HARMLESS Florida United Numismatists and all Releasees, from any and all illness, disability, death, loss or damage to person or property, including, without limitation, attorneys' fees, costs and disbursements, whether or not a lawsuit is brought or alternative dispute resolution sought, on appeal or otherwise, and whether such loss, damage, injury or death arises from the NEGLIGENCE OF RELEASEES, and to the fullest extent permitted by law, if arising from, out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

7. I willingly agree to comply with the stated terms and conditions for participation as regards protection against infectious diseases. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and I agree to bring such matter(s) to the attention of the nearest F.U.N. official immediately.

8. Additional terms and conditions and safety protocols required for participation:

- a. I agree to submit to a temperature check at any time as may be requested by F.U.N. Convention staff, either prior to my entry or during the Convention, and that if my (or my child's) temperature exceeds 100.4 I will be required to leave.
- b. I agree to routinely wash or sanitize my hands and to wear a face mask to protect myself and others if required by F.U.N. I must provide my own mask and wear it properly covering my mouth and nose at all times.
- c. I agree that my failure to follow any of the above-noted protocols may subject me to immediate removal from the F.U.N. Convention with no refund for any sums paid to participate in the F.U.N. Convention

9. This COVID-19 Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida, with venue in Orange County, Florida.

10. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS COVID-19 AGREEMENT.

11. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INCENTIVE TO FLORIDA UNITED NUMISMATISTS, INC., TO GRANT ME PERMISSION TO BE ON PREMISES AND TO ALLOW ME TO PARTICIPATE IN THE F.U.N. CONVENTION ACTIVITIES.

I HAVE READ THIS COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND FULLY INTENDING TO BE BOUND BY THE TERMS HEREIN.

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Printed Name of Adult Participant

\_\_\_\_\_  
Date

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

\_\_\_\_\_  
Signature of Parent or legal guardian

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Date