

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT – “SHOCKTOBER™ 2021”

### Each Volunteer must Complete before Entering – No Exceptions

“SHOCKTOBER™” is intended for your enjoyment. By participating in the SHOCKTOBER™ activities, you assume all risks and hazards associated with this event. SHOCKTOBER™ is meant to terrify and entertain and assumes no responsibility for how you or others react to such scares. In addition, anyone choosing to participate in SHOCKTOBER™ acknowledges they have voluntarily agreed to participate, which may involve participating in various physical activities, including but not limited to climbing steps, crawling, or squeezing through tight spaces, all **WITH LITTLE TO NO LIGHTING**. The undersigned acknowledges that these are hazardous activities that could result in serious injury or even death. In addition, SHOCKTOBER™ takes place on a historical property with uneven surfaces, obstacles and structures that are potential hazards. **You assume all risks and responsibilities, known and unknown, upon stepping foot on our property and waive The Arc of Loudoun and The Margaret Paxton Memorial for Convalescent Children of any and all responsibilities**, including and not limited to any type of injury, illness, or permanent impairment. For security reasons, the property is under video surveillance 24 hours a day, 7 days a week campus-wide. **By choosing to volunteer for SHOCKTOBER™, you agree:**

- 1) To authorize SHOCKTOBER™ to use and reproduce any photographs, interviews, audio and video recordings of you or your child(ren)’s participation for any and all purposes.
- 2) That failure to adhere to any of the rules posted onsite regarding the attractions or events, including **NO SMOKING, VAPING, or CHEWING TOBACCO anywhere on the property**, will result in your removal from the property without a refund of any purchases or costs.
- 3) To acknowledge the contagious nature of the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2, better known as COVID-19) and that the U.S. Centers for Disease Control and Prevention (CDC), along with the Virginia Department of Health (VDH) and the Loudoun County Health Department recommend mask-wearing for unvaccinated people and physical distancing for all.
- 4) To further acknowledge that SHOCKTOBER™ has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
- 5) To further acknowledge that SHOCKTOBER™ cannot guarantee that you will not become infected with the Coronavirus/Covid-19 and/or any other illness or disease. You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 and/or any other illness or disease may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, staff, volunteers, and guests.
- 6) That you are voluntarily attending SHOCKTOBER™ and acknowledge that you may be increasing your risk of exposure to the Coronavirus/COVID-19 by doing so.
- 7) To COMPLY with all set procedures to reduce the spread while attending.
- 8) That you attest that:
  1. You will not attend SHOCKTOBER™ if you are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  2. You have not traveled internationally within 14 days prior to attending SHOCKTOBER™.
  3. You have not traveled to a highly impacted area within the United States in the 14 days prior to attending SHOCKTOBER™.
  4. You do not believe you have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 prior to my attending SHOCKTOBER™.
  5. You have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities prior to my attending SHOCKTOBER™.
  6. You are following all CDC recommended guidelines and limiting your exposure to the Coronavirus/COVID-19.
- 9) To RELEASE, WAIVE, AND DISCHARGE ANY CLAIMS against The Arc of Loudoun and The Margaret Paxton Memorial for Convalescent Children, and their directors, volunteers, employees, and property owners (RELEASEES) of any and all liability, claims, demands, causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or your minor child(ren), or to any property belonging to you, while on or upon the premises of SHOCKTOBER™ and that it is your expressed intent that this signed release shall bind the members of your family and spouse, if you are alive; and your heirs, assigns and personal representative, if you are deceased. You hereby

further agree that this Waiver of Liability and Hold Harmless Agreement is and shall be constructed in accordance with the laws of the Commonwealth of Virginia.

- 10) To hereby RELEASE AND AGREE TO HOLD HARMLESS The Arc of Loudoun and the Margaret Paxton Memorial for Convalescent Children, and to waive on behalf of yourself, your heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to yourself and/or property that may be caused by any act, or failure to act of The Arc of Loudoun and the Margaret Paxton Memorial for Convalescent Children, or that may otherwise arise in any way in connection with your attending SHOCKTOBER™. You understand that this release discharges The Arc of Loudoun and the Margaret Paxton Memorial for Convalescent Children from any liability or claim that you, your heirs, or any personal representatives may have against both or either entity with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, your attending SHOCKTOBER™. This liability waiver and release extends to all partners and employees of The Arc of Loudoun and the Margaret Paxton Memorial for Convalescent Children.
- 11) That, in electronically signing this release, you acknowledge and represent that you have READ IT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY as your own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreements have been made; and you EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.
- 12) Volunteers taking part in the SHOCKTOBER™ 2021 SEASON will be dismissed by or around 11:30 pm on Fridays and Saturdays and by 10:30 pm on Sundays; all Volunteers must be picked up / must leave the property no later than 12:00 am on Fridays and Saturdays and 11:00 pm on Sundays. Volunteers who leave campus during their shift WILL NOT BE ALLOWED TO RETURN AS A VOLUNTEER.
- 13) **Parents/Guardians of Volunteers aged 18 and under ONLY:** Under-18 Volunteers are not allowed to leave prior to formal dismissal unless arrangements have been made in advance with one of The Arc of Loudoun contacts for this event (see separate document for contact information). If you are picking up an Under-18 Volunteer prior to formal dismissal, please meet your volunteer in the kiss-and-ride area.

Parent/Guardian Full Name (if Volunteer is under 18): \_\_\_\_\_

Parent/Guardian Signature (if Volunteer is under 18): \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE CHECK ALL THAT APPLY:

\_\_\_\_\_ VOLUNTEER IS UNDER 18

\_\_\_\_\_ VOLUNTEER WILL BE DRIVING THEMSELVES TO/FROM SHOCKTOBER™

\_\_\_\_\_ VOLUNTEER IS ALLOWED TO RIDE TO/FROM SHOCKTOBER™ WITH OTHER VOLUNTEER(S)

\_\_\_\_\_ VOLUNTEER IS ALLOWED TO RIDE TO/FROM WITH SOMEONE WHO IS NOT A SHOCKTOBER™ VOLUNTEER

**ALL Volunteers:**

Volunteer's full name: \_\_\_\_\_ Volunteer's Email Address: \_\_\_\_\_

Volunteer's City and State: \_\_\_\_\_ Volunteer's Phone Number: \_\_\_\_\_

Volunteer's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_