COVID-19 CORONAVIRUS and General

Disclaimer, Waiver, RELEASE, Forbearance, and Indemnification

I,the undersigned, am aware of and acknowledge that in March of 2020, the World Health Organization declared the COVID-19 Coronavirus a pandemic. I am also aware of and acknowledge the risks associated with the COVID-19 Coronavirus, including but not limited to the fact that reports indicate that COVID-19 Coronavirus is highly-contagious, individuals infected with COVID-19 Coronavirus can be asymptomatic for 14 days or longer, such individuals can spread COVID-19 Coronavirus while unaware that they are infected, the virus may remain on contaminated surfaces for extended periods of time, and infection with COVID-19 Coronavirus may cause severe long-term health problems which could result in death. I further appreciate and acknowledge the inherent risks of bicycling. Accordingly, I understand and acknowledge that there is now an inherent risk in participating in and attending the Bike Ride for Robert event organized by the Roofing Contractors Association of South Florida, Inc., a Florida not-for-profit corporation (“RCASF”). Despite these risks, I wish to participate in the Bike Ride for Robert, and for the good and valuable consideration, including but not limited to the opportunity to participate in this event, I agree with RCASF to the following:

1. Disclaimer. RCASF has not, and cannot, make any representations or warranties, either express or implied, with regard to COVID-19 Coronavirus or the safety of the Bike Ride for Robert event. I, on behalf of myself and my successors, heirs, assigns, personal representatives, estate, family members, and children, and others in my care, custody or control (the “Releasing Parties”), hereby disclaim any warranty which would relate to COVID-19 Coronavirus or the Bike Ride for Robert event, including but not limited to those pertaining to whether RCASF, its agents, or other participants in the Bike Ride for Robert event have been exposed to or are free from COVID-19 Coronavirus.
2. Waiver and Release. The Releasing Parties hereby waive and release RCASF its past present and future attorneys, insurers, representatives, servants, principals, partners, directors, officers, shareholders, agents, employees, as well as all of RCASF’s predecessors, parent corporations, subsidiaries, affiliates, successors, assigns, transferors, and transferees (collectively, the “RCASF Parties”) from any and all past, present, or future actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys’ fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, which any of the Releasing Parties now has or which may hereafter accrue, whether based in whole or part on the negligence or gross negligence of RCASF, me, or some other person, which arise from or in any way relate to COVID-19 Coronavirus or the Bike Ride for Robert event.
3. Forbearance. The Releasing Parties hereby agree to forever forebear from asserting or pursuing against the RCASF Parties any actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys’ fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, whether based in whole or part on the negligence or gross negligence of RCASF, me, or some other person, which arise from or in any way relate to COVID-19 Coronavirus or the Bike Ride for Robert event.
4. Indemnify and Hold Harmless. The Releasing Parties hereby agree to indemnify and hold harmless the RCASF Parties against any and all actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys’ fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, occasioned in whole or part by any action(s), omission(s), negligence, or gross negligence of RCASF, me, or anyone else, which arise from or in any way relate to COVID-19 Coronavirus or the Bike Ride for Robert event.
5. Severability. In the event that any part, term, or provision of this COVID-19 Coronavirus and General Disclaimer, Waiver, Release, Forbearance, and Indemnification is determined by a court of competent jurisdiction to be unenforceable, invalid, or in conflict with any applicable law, the parties agree that the validity of the remaining portions of this COVID-19 Coronavirus and General Disclaimer, Waiver, Release, Forbearance, and Indemnification shall nevertheless be binding and valid.

I ACKNOWLEDGE THAT I HAVE READ the ENTIREty of this COVID-19 Coronavirus and General Disclaimer, Waiver, Release, Forbearance, and Indemnification, AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY it. I UNDERSTAND THAT THE EFFECT OF THIS Disclaimer, Waiver, Release, Forbearance, and Indemnification IS to preclude me from SUing THE RCASF PARTIES, AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT, OF OR RELATING IN ANY WAY TO the Bike Ride for Robert Event or EXPOSURE TO THE COVID-19 CORONAVIRUS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS Disclaimer, Waiver, Release, Forbearance, and Indemnification APPLIES EVEN IF THE RCASF PARTIES MAY BE NEGLIGENT or grossly negligent IN WHOLE OR PART. I UNDERSTAND THAT THIS COVID-19 Coronavirus and General Disclaimer, Waiver, Release, Forbearance, and Indemnification APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, and my successors, heirs, assigns, personal representatives, estate, family members, and children, and others in my care, custody or control.

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Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: