

## **San Diego Audubon Society**

### **Additional Waiver of Liability Relating to Coronavirus/COVID-19**

In consideration of the opportunity to volunteer with San Diego Audubon Society (“SDAS”), I hereby acknowledge and agree to the following terms, conditions and required code of conduct (the “Agreement”) on behalf of myself and on behalf of any child or ward of which I am a guardian or parent:

1. **ACKNOWLEDGEMENT REGARDING COVID-19/CORONAVIRUS:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness, including potentially life-long medical conditions the individual did not previously have or worsening of chronic medical conditions the individual has. Evidence has also shown that contracting COVID-19 can also lead to the death of the individual that contracts COVID-19. SDAS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while volunteering on behalf of SDAS. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to volunteer, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
  
2. **ASSUMPTION OF RISK:** **I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself, or if I am a parent or guardian, I assume and accept the risk that my child or ward may contract COVID-19, when volunteering on behalf of SDAS. Volunteering at SDAS is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to volunteer or in order for my child or ward to volunteer. I acknowledge the risk of contracting the virus that causes covid-19 associated with volunteering. I hereby acknowledge that volunteering is done with full knowledge and disclosure of the risks and dangers associated with such activities.
  
3. **COMPLIANCE WITH SDAS GUIDANCE.** I agree to comply with any rules regarding volunteering in general and specific to covid-19, including, but not limited to, the additional rules noted below. I acknowledge that it is a volunteer’s or guardian’s responsibility to consult with a physician before volunteering. I represent and warrant that I or those I am a guardian or parent for are sufficiently healthy and physically able to volunteer and engage in physical activities associated, which are described, in part, in the separate waiver I also am signing in connection with volunteering. Neither I nor my child or ward will volunteer for a period of fourteen (14) days if I, they, or someone in my home is sick or has been exposed to someone who is sick.
  
4. **WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against SDAS and its past and present owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my volunteering with SDAS or related to my child or ward’s volunteering with SDAS. I further hereby forever release and waive my right to bring suit against any and all SDAS vendors that are providing services or goods to SDAS in connection with exposure, infection, and/or spread of COVID-19 related to my volunteering at SDAS or my child or ward’s volunteering at SDAS (collectively all parties released in this paragraph, the “Releasees”). I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child or ward may have to seek damages, whether known or unknown, foreseen or unforeseen. It is my express intent that this Waiver of Liability bind my family members, spouse, heirs, assigns, personal representatives and anyone else

entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

5. **CHOICE OF LAW/FORUM/SEVERABILITY:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the SDAS, the Releasees and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in San Diego County, California and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that I have read and understand this Additional Waiver of Liability Relating to Coronavirus/COVID-19, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by SDAS. I knowingly and voluntarily agree to the terms and conditions stated above. I freely and knowingly assume the risk and waive my rights concerning liability on behalf of myself and on behalf of my child or ward as described above.

#### COVID-19 CONDUCT REQUIREMENTS FOR VOLUNTEERS

- 1) Volunteers will not participate if they have a cough, temperature of more than 100 degrees, sore throat, shortness of breath, chills, unexplained muscle pain, congestion or runny nose, nausea or vomiting, headache, new loss of taste or smell, diarrhea, or any other symptom related to COVID-19. Note that the symptoms listed are those described by the CDC here, but do not include all possible symptoms: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- 2) Volunteers agree to review all the then-currently listed symptoms at the above-linked website or other website maintained by the Centers of Disease Control and Prevention (“CDC”) and will not participate in volunteering if they have any of those symptoms then listed or described by the CDC.
- 3) Volunteers will wear masks at all times while volunteering if they are not fully vaccinated.
- 4) Volunteers should not engage in unnecessary physical contact like shaking hands etc., unless you are members of the same household.
- 5) Volunteers shall not congregate or participate in group activities (solo volunteers only or members of the same household) if they are not fully vaccinated.
- 6) Volunteers must maintain a minimum six-foot distance from one another (other than family/household members) if they are not fully vaccinated.
- 7) Volunteers will not share equipment unless they are members of the same household.
- 8) Volunteers should engage in frequent handwashing.

Please keep in mind requirements may be revised as the County modifies its Health Order. Volunteers will be notified if and when that happens. Please contact your volunteer coordinator with any questions or concerns.