



THE JAMES MUSEUM OF WESTERN & WILDLIFE ART

COVID-19 RELATED TERMS & CONDITIONS

I recognize that an inherent risk of exposure to communicable diseases, including, without limitation, the novel coronavirus, COVID-19, (collectively, “Communicable Diseases”) exists in any place where other people are or were present, which exposure may lead to severe illness, disability and death.

I agree that I am personally responsible for my own safety and actions and the safety and actions of the below named minor children (each, a “Minor”), if any, while visiting The James Museum of Western & Wildlife Art (“Museum”) or participating in any Museum-sponsored activity. I agree to comply with all Museum policies and rules, including, without limitation, all posted placards, signs and other instructions. Regardless of measures taken by the Museum, if any, to reduce the risks associated with Communicable Diseases, attending the Museum or any Museum-sponsored activity could **increase** the risk of contracting a Communicable Disease. With full awareness and appreciation of the risks involved, I voluntarily assume all risks, both known and unknown, related to Communicable Diseases.

I, for myself and on behalf of the Minors, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Museum, its board members, officers, agents, servants, contractors, affiliates, employees, successors, and assigns (collectively, the “Released Parties”) for and from any and all liability, damages, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to Communicable Diseases, regardless of whether caused in whole or in part by the negligence of the Released Parties.

I agree to indemnify, defend, and hold the Related Parties harmless from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including, without limitation, reasonable attorneys’ fees) arising either directly or indirectly from or related to my or any Minor’s exposure to or contraction of any Communicable Diseases, regardless of whether caused in whole or in part by the negligence of the Released Parties. The foregoing indemnity obligation shall not apply in connection with the construction, alteration, repair, or demolition of a Museum building, structure, appurtenance, or appliance, including moving and excavating associated therewith, where the party hereto is an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman.

By signing below I acknowledge and represent that I have read the foregoing, understand it and sign it voluntarily as my own free act and deed, including, without limitation, the waiver and release of liability and indemnity obligations contained in this document; I am sufficiently informed about the risks involved in visiting the Museum or participating in a Museum-sponsored activity to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; I am the parent or legal guardian of the Minors; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this document shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit its enforcement as a whole.

Print Names of Minor Children: _____

Printed Name of Individual/Parent/Guardian: _____

Signature: _____

Date: _____
