RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE, INDEMNIFICATION, HOLD HARMLESS, LIMITATION OF WARRANTY

We all know these are unprecedented times. The risks of the COVID-19 virus are not well understood and there is controversy among experts on how the COVID-19 virus is spread and the difficulty in determining whether or not anyone has the virus at any given moment in time. In view of this, Athens Land Trust (also referred to herein as “ALT”) has decided to make participation in specific projects available to individuals for the provision of training and educating about land conservation, sustainable agriculture, farmers marketing, construction, and social justice (collectively the “Projects”).

ALT believes your safety and the safety of our staff is the most serious concern and as such, we have initiated following CDC COVID-19 guidelines in an attempt to reduce the risk of contracting and/or spreading the COVID-19 virus; however, ALT cannot guarantee that any of these measures will completely protect you from contracting the COVID-19. Therefore, by signing below, you acknowledge and agree to accept all responsibility for the risk that you may become infected with or come in contact with the COVID-19 virus in connection with participating in the Projects.

NOW THEREFORE, in consideration of ALT implementing the Projects, in the event that I am exposed to and/or I do contract the COVID-19 virus while participating in the projects, I agree to indemnify and hold ALT, its officers, agents, employees, Board of Directors and their successors harmless from any and all claims for damages should I believe that I contracted COVID-19 while participating in the ALT Projects.

I further acknowledge that I am not required to participate in the Projects and that my involvement is voluntary. By signing this agreement, I acknowledge that I could participate in similar Projects to the ALT Projects in other locations and provided by other parties that may or may not require my agreement to accept responsibility should I contract the COVID-19 virus.

I further agree that I will not file, nor cause to be filed, nor participate in any lawsuit (“Assert a Claim”) against ALT, its agents, employees or any other person who may be in any way connected with the provision of the Projects, including
but not limited to the Board of Directors, ALT Staff or building owners for injuries and/or death as a result of contracting the COVID-19 virus.

I acknowledge that if I take any steps to Assert a Claim for damages against ALT, its agents, employees or any other released parties arising out of my participation in the Projects, I shall be obligated to pay all attorneys' fees and costs incurred as a result of the claim.

In addition, I agree that if any dispute or claim relating in any way to the Projects implemented by ALT pursuant to the terms of this agreement will be resolved by binding, individual arbitration, rather than in court. I agree that arbitration shall be governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects.

Sign and date below if you have read and fully understand the above RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE, INDEMNIFICATION, HOLD HARMLESS, LIMITATION OF WARRANTY.

Printed
Name:_______________________________________________________

Signature:_______________________________________________________

Date____________________________

If you are under 18 years of age, have a parent or guardian also sign and date below stating that you and they have read and fully understand the above RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE, INDEMNIFICATION, HOLD HARMLESS, LIMITATION OF WARRANTY.

Printed
Name:_______________________________________________________

Signature:_______________________________________________________

Date____________________________