

## **Contact Tracing and Museum Waiver relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. An inherent risk of exposure to COVID-19 exists in any public place where people are present, including at The Strong National Museum of Play (The Strong). COVID-19 is reported to be extremely contagious, and can reportedly be spread even by asymptomatic or pre-symptomatic individuals who are showing no symptoms, meaning that there currently exists no reliable way to readily identify who may be infected and/or contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. The exact methods of spread and contraction are unknown, and there currently is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

We have taken enhanced health and safety measures associated with COVID-19 at The Strong. You must follow all posted instructions while visiting the Strong. Federal and state authorities recommend social distancing and the wearing of masks as a way to limit the spread of the virus.

**Despite these precautions, The Strong cannot prevent you [or the minor(s) named below] from becoming exposed to, contracting, or spreading COVID-19 while utilizing The Strong's services or premises. It is not possible to conclusively prevent against the presence of the disease. Therefore, if you choose to utilize The Strong's services and/or enter onto The Strong's premises, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19.** Knowing the dangers, hazards, and risks of visiting The Strong, and in consideration of being permitted and/or the minor(s) named below being permitted to visit The Strong, I, on my own behalf, or in my legal capacity as the parent/guardian of the minor(s) named below, hereby choose to accept these dangers, hazards, and risks for myself and/or the minor(s) in order to utilize The Strong's services and enter The Strong's premises. These services are of such value to me [and/or to the minor(s) named below] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize The Strong's services and premises in person.

**WAIVER OF LAWSUIT/LIABILITY: I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, and, where applicable, in my legal capacity as the parent/guardian of the minor(s) named below, hereby forever release and waive the right to bring suit against The Strong or its owners, officers, directors, managers, officials, trustees, agents, employees, volunteers, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing The Strong's services and premises.** I understand that this waiver means I and, where applicable, the minor[s] named below, give up the right to bring any claims, demands, or causes of action whatsoever, including but not limited to for bodily injuries, illness, death, disease, medical treatment, or property damage, or any other loss, including but not limited to claims of negligence, and give up any claim to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of New York will apply to this contract. If any term or provision of this contract shall be held illegal, unenforceable, or in conflict with any law governing this contract, the validity of the remaining portions shall not be affected thereby. Each party hereto expressly consents, with respect to any litigation arising out of or related to this contract, to the exclusive jurisdiction and venue of any court of competent jurisdiction located in Monroe County, New York, and waives the right and hereby agrees not to assert by way of motion, as a defense or otherwise in any proceeding brought in any such court, any claim that it is not subject to the jurisdiction of such court, that such proceeding is brought in an inconvenient forum or that the venue of such proceeding is improper.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Date: [Click or tap to enter a date.](#)

Adult Name (printed):
Adult Name (Signature):
Phone Number:
Email Address:
I am the parent or legal guardian of the minor(s) named here:
Minor Name #1:
Minor Name #2:
Minor Name #3:
Minor Name #4:
Minor Name #5:
Minor Name #6:
Minor Name #7:
Minor Name #8:

**OFFICE USE**

Register # \_\_\_\_\_ Host Name \_\_\_\_\_ Time of Entry \_\_\_\_\_