

IN PERSON VOLUNTEER REQUIREMENTS, LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

Information Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Medical knowledge of the virus is evolving, but COVID-19 is believed to spread from mainly from person-to-person contact (within about six (6) feet), through respiratory droplets that an infected person produces when coughing, sneezing or talking. People reportedly showing no symptoms can be infected and therefore spread the disease. *Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.*

To avoid the spread of COVID-19, Muscular Dystrophy Association follows the current guidelines provided by the Centers for Disease Control (“CDC”) located at [cdc.gov/COVID-19](https://www.cdc.gov/COVID-19). Your state or local government may additional guidelines, which participants also must follow.

Participant Obligations to Avoid the Spread of COVID-19

I attest that:

- I have not traveled internationally in the past 14 days;
- I have not traveled to an area in the United States heavily impacted by COVID-19 in the past 14 days;
- To my knowledge, I have not been exposed to a person with a confirmed or suspected case of COVID-19;
- If I was previously diagnosed with COVID-19, I have been cleared as non-contagious by state or local public health authorities; and
- I am not currently experiencing any symptoms associated with COVID-19, such as fever, cough, or shortness of breath. If I develop these symptoms, I will inform MDA and cancel my volunteer shift.

I agree to follow the health and safety guidelines provided by the CDC, including but limited to:

- Social distancing by maintaining at least six (6) feet of distance between myself and others as much as possible (excluding people from the same household);
- Wearing a mask indoors at all times during the volunteer activity and outdoors when social distancing is not possible;
- Wearing gloves when accessing high-contact surfaces;
- Covering coughs and sneezes with a tissue (throw away immediately) or the inside of the elbow; and
- Washing hands frequently or using hand sanitizer (containing at least 60% alcohol) if soap and water are not available.

Waiver of Liability

In consideration of my participation in the Muscular Dystrophy Association, Inc. (“MDA”) volunteer activity (the “Activity”) I, on behalf of myself, my heirs, personal representatives, and assigns (the “Releasing Parties”), do hereby release, waive, and discharge MDA, its directors, officers, employees,

volunteers, chapters, licensees, cooperating entities, agencies, their representatives, heirs, executors, administrators, successors and assigns (the "Protected Parties") from liability arising from any and all claims, in whole or in part, resulting from the inherent risks of participating in the Activity or from the negligence of the Protected Parties to the greatest extent allowed by law.

Assumption of Risk

I understand the inherent risks of the Activity, which include but are not limited to packing, loading, unloading and carrying heavy items, and potential exposure to people with infectious diseases.

I have read the previous paragraphs, and I know and understand the nature of the Activity. I understand the demands of those activities relative to my physical condition, and I appreciate the types of injuries that may occur as a result of the Activity and their potential impact on my well-being and lifestyle. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. **The inherent risks include contracting the novel coronavirus, COVID-19.**

Indemnification

I agree to hold harmless, defend and indemnify the Protected Parties from any and all claims of mine, my spouse, family members, or others arising from my injury or loss due to my participation in the Activity, including those arising from the inherent risks of the Activity or the negligence of the Protected Parties to the greatest extent allowed by law.

Acknowledgment of Understanding; Severability; Jurisdiction

I have read this Liability Waiver, Assumption of Risk and Indemnification Agreement and fully understand its terms. I further acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability. If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This Agreement shall be governed by the laws of the State of New York.