

COVID-19 Assumption of Risk and Release from Liability (“Agreement”)

The National Association of FSA County Office Employees (NASCOE) and South Dakota Association of FSA County Employees (SDASCOE) are concerned for the health and well-being of their community. The nature of the COVID-19 disease is such that actions taken by you affect not only your well-being, but also those of every other person you interact with or every person who uses the same spaces you use. NASCOE and SDASCOE have developed protocols and enhanced health and safety measures designed to minimize the risk of COVID-19 infections. NASCOE and SDASCOE are continually reviewing and, as appropriate, updating these protocols to incorporate the latest CDC guidelines and information. Despite NASCOE’s and SDASCOE’s efforts to minimize these risks, it is impossible to eliminate the possibility that you could be exposed to or contract COVID-19 while participating in the 2021 NASCOE National Far-West Rally and associated Activities. This Agreement is a condition of your participation in Activities offered by NASCOE and SDASCOE.

I, _____, wish to participate in the 2021 NASCOE Far-West Rally and associated Activities. In consideration of the services to be rendered in providing the Activities and in consideration of my participation in and receipt thereof, I hereby agree to the following:

1. I understand Activities may include, but are not limited to, the following: business meetings in a large gathering, area/state meetings, delegate meetings, break-out meetings, social gatherings, excursions, scholarship auctions, and meals and banquet.
2. I understand that during the Activities, I may come into close contact with other participants. I understand that there is a potential I could be exposed to and contract COVID-19.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the meetings and activities, the other participants of the event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents of NASCOE or SDASCOE and that dangers, including those related to COVID-19, may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that NASCOE and SDASCOE are not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in Activities is entirely voluntary and at my own risk. I fully understand the scope of the Activities and the potential risks, including those related to COVID-19, involved in the Activities. I agree to assume the risks of my participation in the Activities, including the risk of catastrophic injury, death, or exposure to and infection of communicable diseases.**
5. I understand and agree that NASCOE and SDASCOE does not provide insurance to cover medical expenses for injuries or diseases that may be sustained or contracted by me or for damage to my personal property, and that NASCOE and SDASCOE strongly recommend that I carry my own health, medical, and property insurance for purposes of potential losses related to my participation in the Activities.
6. I agree to follow guidelines and recommendations given to me by NASCOE, SDASCOE, and their agents during the Activities. I understand that all CDC policies and local regulations are in effect and apply to my behavior for the entire duration of the Activities. I understand that any violations of these policies, guidelines, and regulations may result in removal from Activities and potentially referral to law enforcement.

- 7. **I hereby release and fully discharge the National Association of FSA County Employees and South Dakota Association of FSA County Employees, including their officers, directors, members, and volunteers, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the 2021 NASCOE Far-West Rally to the fullest extent permitted by law.**

- 8. I agree that this Agreement shall be governed by and construed under the laws of South Dakota.

- 9. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print): _____

Participant Signature: _____ Date: _____

If Participant is under 18 years old, his/her parent or guardian must sign below.

Parent/Guardian Name _____
(Print):

_____ Date: _____
Parent/Guardian Signature: