Operations for your business at this time brings new challenges and possible liabilities to consider. The Gallup McKinley County Chamber of Commerce thanks Rosebrough & Fowles P.C. for offering this waiver as a guideline to consider as you begin to re-open and adjust your business operations during the Covid 19 era. Please take note of the following before you consider its use:

A. It is recommended that you tailor any document of this nature to your own specific business and that you seek review and input from your attorney(s).

B. The Release is similar in form to the type of form that a person would sign to gain entrance in an athletic competition or to go skiing or horseback riding. The individual is asked to prospectively release liability, assume the risk and waive future harm or injury in exchange for accepting the services of another or participating in an event or activity. Documents of this nature are strictly construed against the party who drafts them.

C. To be enforceable, such a release must be clear and unambiguous and be drafted in a way that the person signing the release will understand the associated risks and the rights they intend to waive.

D. Most courts will not enforce prospective releases for liability arising from intentional, reckless or grossly negligent conduct.

E. Most courts will not enforce releases that are contrary to public policy. You should not assume that you can ignore or deviate from governmental mandates and obtain any protection from this Release.

F. Alternatively, if you are a business owner who has written contracts with your employees or customers or both, you may choose to insert a limitation of damages clause in your contracts rather than attempting to secure a complete, prospective release of liability.
RELEASE OF LIABILITY, ASSUMPTION OF RISK AND WAIVER
(COVID-19 – CORNAVIRUS)

For and in consideration of the right to (Insert a description of the right or benefit received by the Undersigned – i.e. “the right to purchase a meal and dine on the premises of ABC restaurant”) the Undersigned does hereby release and forever release and discharge (Insert entity or individual(s) that owns the business) and its officers, owners, employees, agents, heirs, executors, administrators, and also any and all other persons, associations, insurers and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly or severally liable to the Undersigned, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, liens, claims and demands whatsoever in law or equity, including claims for contribution, subrogation or indemnification, arising from and by reason of any and all KNOWN OR UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore may have been sustained by the Undersigned or by any and all other persons, associations, insurers and corporations, whether herein named or referred to or not, and specifically including but not limited to, any and all liability arising out exposure to any infectious disease included but not limited to Covid – 19 or Coronavirus and also assume all risks associated with, arising from or related to (Again insert description of the right received) and waives any and all claims whether past, present or future.

I HAVE READ OR HAVE HAD THIS RELEASE READ TO ME AND I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND THEREBY

__________________________
Sign

__________________________
Print name

__________________________
Date