



COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

The undersigned user, renter or agent for the user of any facility of Afghan Hindu Association, Inc and/or its dBA AsaMai Hindu Temple & Community Center (collectively known here as AsaMai Hindu Temple), agree to the following Cove-19 Waiver of Liability and Indemnification:

1. I/We agree that I/we are personally responsible for safety and actions while using any facilities at the AsaMai Hindu Temple. We agree that we will comply with all AsaMai Hindu Temple policies and rules, including but not limited to all policies, guidelines, signage, and instructions. As AsaMai Hindu Temple is open for use by other individuals, we recognize that we are at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I/We, for myself and on behalf of my family, spouse, organization, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to take any legal action against Afghan Hindu Association, Inc (dBA AsaMai Hindu Temple & Community Center), its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using any facilities at the AsaMai Hindu Temple, or otherwise, while participating in any activity while in, on, or around the AsaMai Hindu Temple and/or while using any AsaMai Hindu Temple facilities, tools, equipment, or materials.

2. We agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my/our use of any facilities at AsaMai Hindu Temple, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I/we acknowledge and represent that I/we have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my/our own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I/we am/are sufficiently informed about the risks involved in using any of the AsaMai Hindu Temple to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I/we am/are at least eighteen (18) years of age and fully competent; and I/we execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I/we agree that this Wavier of Liability shall be governed by and construed in accordance with New York State law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of New York lifts all COVID-19 related mandates.

Name: _____ Organization: _____ Title: _____

Signature: _____ Date: _____

Afghan-Hindu Association, Inc

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