

VOLUNTARY WAIVER AND RELEASE
RELATED TO COVID-19/CORONAVIRUS

The Centers for Disease Control (“CDC”) continue to warn of the health risks associated with COVID-19. The CDC cautions that the virus is contagious, can be spread through in-person contact, by contact with contaminated surfaces, and possibly through the air. Individuals exhibiting no symptoms of COVID-19 (which may include fever, cough, difficulty breathing, or loss of the senses of smell and taste) can still spread the virus. Health officials warn that COVID-19 can cause serious illness and even death.

The 2020 Santa’s Workshop to be held at Macy’s at the Ballston Common Mall in Arlington, Virginia (“Macy’s”) will be following CDC guidelines to reduce the spread of COVID-19. However, Touching Heart cannot prevent your exposure to or your contraction of COVID-19 while you are attending Santa’s Workshop, using Macy’s facilities or equipment, or while you are on Macy’s premises and grounds. As a result, if you choose to attend Santa’s Workshop or use Macy’s facilities or equipment, or to enter Macy’s premises and grounds, you may be increasing your risk of contracting COVID-19 and spreading it to others, including your family members.

RELEASE AND WAIVER:

I fully understand the COVID-19-related risks involved in my attendance at Santa’s Workshop or use of any of Macy’s facilities, premises, or equipment. **I hereby release and agree to hold Touching Heart and Macy’s harmless from, and waive on behalf of myself, my heirs, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses, and compensation for damage or loss related to COVID-19 caused by or arising from my decision to attend Santa’s Workshop or enter Macy’s facilities or premises or to use Macy’s equipment.** I understand that, under this release and waiver, I forfeit any right to bring claims for personal injuries, death, illness or property losses, or any other loss, including but not limited to claims of negligence related to Touching Heart’s or Macy’s efforts to reduce the spread of COVID-19, and I forfeit any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I have voluntarily elected to attend Santa’s Workshop and enter Macy’s facilities or premises or to use Macy’s facilities, premises or equipment, and agree and acknowledge that I am voluntarily assuming any and all COVID-19-related risks by attending Santa’s Workshop and entering Macy’s facilities or premises or utilizing Macy’s equipment.

This full and complete liability waiver and release extends to Touching Heart, Macy’s, together with each of their respective board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns. I acknowledge that I knowingly, voluntarily, and willingly assume all risks and full responsibility for any COVID-19-related risk of harm or injury relating to my decision to attend Santa’s Workshop and use Macy’s facilities or equipment, or to enter Macy’s premises and grounds, no matter the severity, including death. I UNDERSTAND THAT IT IS A FULL AND COMPLETE WAIVER OF LIABILITY. I UNDERSTAND THE TERMS HEREIN, AND KNOWINGLY AND VOLUNTARILY SIGN THIS WAIVER.

Signature: _____

Date: _____

Printed Name: _____