

BRARA STANDARD LIABILITY WAIVER AND RELEASE OF CLAIMS AND HOLD HARMLESS AGREEMENT
INCLUDING COVID-19 AND INFECTIOUS DISEASE PROVISION

Amateur Radio is an enjoyable pursuit with social, educational and community benefits. But like most activities there may be risks involved and as such it is important to always be careful and minimize risks. Additionally, because of COVID-19 and possible infectious diseases the Boca Raton Amateur Radio Association (BRARA) requires its Standard liability waiver and release of claims to be signed as a condition of participation with its activities including the use of its "shack" and shack area.

I, (print your name) _____ acknowledge that I derive personal satisfaction and benefit by virtue of my voluntary participation in activities of the Boca Raton Amateur Radio Association (BRARA), and I willingly engage in BRARA events and/or other activities (the "Activity") including but not limited to use of the BRARA building , facilities and lot at the West Delray Regional Park at Atlantic Ave., Delray Beach, Florida (the "Shack") which contains BRARA communication and other equipment including antennas and electrical devices.

RELEASE, WAIVER AND HOLD HARMLESS. I HEREBY HOLD HARMLESS, RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE BOCA RATON AMATEUR RADIO ASSOCIATION, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, EFFECTS OF COVID-19 AND OTHER INFECTIOUS DISEASES, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITIES OF THE BRARA OR MY BEING IN OR AT OR USE OF ITS SHACK OR FROM ANY OF ITS EQUIPMENT OR FACILITIES.

ASSUMPTION OF RISK. I acknowledge and understand that participation and activity with the BRARA may include possible exposure to and illness from infectious diseases including but not limited to COVID-19, and that there is a further exposure to high voltage and other risks associated with the equipment and activities of BRARA. I agree to use safe practices and follow the guidelines of the National Center for Disease Control and the Palm Beach County Department of Health regarding their recommendations to stop the spread of COVID-19 and other infectious diseases. I also agree to use due care and be careful in the use of the facilities and equipment of the BRARA . While particular rules and personal discipline may reduce these risks, the risk of serious illness and death does exist. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, and all other risks from the activities, use of facilities, and equipment of BRARA .

I acknowledge that I have read this agreement and understand its terms and conditions and execute this agreement freely and voluntarily for myself, my heirs, executors and assigns.

Executed on this _____ day of _____, 202_____

WITNESS: sign above line and print name

Participant Sign above line, and print name
If minor, parent must sign and print name