

**TREKKERS CORONAVIRUS AND COVID-19 ADDENDUM TO THE WAIVER,
INDEMNIFICATION, CONSENT, AND ASSUMPTION AGREEMENT
INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT**

This Addendum to the Waiver, Indemnification, Consent, and Assumption Agreement (“Addendum”) affects your legal rights. Please read it carefully and ask if you have any questions.

For the services of Trekkers, Inc. (“Trekkers”), a Maine non-profit corporation, I agree for myself (and for myself and for the minor participant if I am signing as a parent or guardian) to the following:

1. COVID-19 RISK

Participation at Trekkers, as defined in the Waiver, Indemnification, Consent, and Assumption Agreement, includes possible exposure to and illness from viruses, including, but not limited to, the novel coronavirus (“SARS-CoV-2”). Such viruses may cause infectious diseases, including, but not limited to, COVID-19 caused by SARS-CoV-2. I understand that Trekkers takes this risk seriously. While Trekkers has established a Covid-19 programming plan (“COVID-19 Plan”) that may reduce the risk of transmission, I understand that the risk of serious illness, disability, and death exists. I also understand that I may transmit SARS-CoV-2 and thus COVID-19 to others, including my family.

2. TREKKERS CANNOT ELIMINATE RISK

Trekkers cannot prevent exposure to SARS-CoV-2 or contraction or spreading of COVID-19 while I participate at Trekkers. If I choose to participate, I realize I may be exposing myself to SARS-CoV-2, which could give me COVID-19.

3. COVID-19 STANDARDS OF CONDUCT AND PLAN

Trekkers has developed a COVID-19 Plan. I have received a copy of, read, and understand the COVID-19 Plan. I understand that Trekkers is available to answer my questions. The COVID-19 Plan contains temporary COVID-19-related standards of conduct for Trekkers participants. **I will comply with the COVID-19 Plan and its standards of conduct**, along with all other Trekkers standards of conduct. I agree that Trekkers has the right to enforce its standards of conduct, in its sole judgment, and that Trekkers may impose sanctions, up to and including expulsion from Trekkers, for violating these standards or for any behavior detrimental to or incompatible with the interests, harmony, or welfare of Trekkers or other participants. Trekkers has the right to make changes at any time to the COVID-19 Plan or its standards of conduct.

4. COVID-19 EXPOSURE MITIGATION AGREEMENT

I agree that, after executing this Addendum, **IF**:

- a. I experience any signs or symptoms of COVID-19 not clearly and immediately attributable to another, non-contagious condition, such as seasonal allergies; or
- b. I test positive for COVID-19;

THEN I will cease participating at Trekkers and will not travel to any Trekkers location or premises until I have spoken with Trekkers to get permission to return.

I further agree that, after executing this Addendum, **IF**:

- c. I knowingly have in-person contact with anyone who tested positive for or has signs or symptoms of Covid-19; or
- d. I travel outside Maine;

THEN I will cease participating at Trekkers and will not travel to any Trekkers location or premises until I have spoken with Trekkers to get permission to return.

5. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

Trekkers cannot prevent exposure to SARS-CoV-2 or contraction or spreading of COVID-19. If I choose to participate

at Trekkers, I acknowledge that I may expose myself to SARS-CoV-2 and COVID-19. I am participating *at my own risk*. **I freely acknowledge and assume all risks, inherent or otherwise, inconvenience, harm, injury, loss, disability, or death that may occur to me or any person, or my or any property, arising directly or indirectly from, or related in any way to, at any time, my participating in any way with Trekkers—including free time and travel to or from Trekkers—even if caused by me, other participants, or the negligence of Trekkers, its directors, trustees, officers, employees, volunteers, contractors, or any persons or entities associated with it or acting on its behalf, including landowners/managers, municipal or government providers of use permits, or their respective employees, officers, or directors (“Released Parties”), individually or collectively, as the context may require.**

6. LIABILITY RELEASE AND INDEMNIFICATION

I agree to release (meaning I agree not to sue), **indemnify** (meaning I agree to pay or reimburse, including damages, costs, settlements, and attorney’s fees), **hold harmless, and defend the Released Parties from any and all liabilities, claims, causes of action, and demands, to the maximum extent allowed by law, that arise in any way from, or are in any way related to, at any time, any inconvenience, injury, death, loss, damage, or harm to me,** to any other person, or to any property, in connection, directly or indirectly, with my participation at Trekkers or travel to or from Trekkers. **THIS RELEASE, INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE INCLUDES CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES, OTHERS, OR MYSELF, WRONGFUL DEATH, STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES, BREACH OF CONTRACT, AND ANY OTHER TYPE OF SUIT.** The release, indemnification, hold harmless, and defense include claims brought, at any time, against Released Parties by—or on behalf of—me, my child, or others. This Addendum is intended to be enforced to the fullest extent that the law permits only and does not include claims of grossly negligent acts or omissions or any other claims not permitted under Maine law.

7. SEVERABILITY AND ENTIRE AGREEMENT

If a court or other appropriate authority finds any part of this Addendum to be invalid, void, or unenforceable, the remainder of the Addendum shall remain in full force and effect. Any invalid provision shall be modified or partially enforced, as the case may be, to the maximum extent permitted by law to carry out the purpose of the Addendum. This Addendum is in addition to and incorporates the Waiver, Indemnification, Consent, and Assumption Agreement, the Covid-19 Plan, and any other signed agreements between Trekkers and myself. I waive any claims I might have for breach of contract or warranty for statements or representations made outside these agreements.

I HAVE READ AND UNDERSTOOD AND VOLUNTARILY AGREE TO THIS ENTIRE ADDENDUM and agree it shall bind my (and as applicable my minor child’s) heir(s), estate(s), executor(s), representative(s), subrogee(s), administrator(s), and guardian(s).

_____|_____|_____
SIGNATURE (of Participant, if capable of signing) **DATE** **PRINTED NAME**

If the participant is under 18 years of age or otherwise a minor, all parents/legal guardians must sign. I have read and explained this Addendum to my child/ward. I understand that my family and I are at risk of contracting Covid-19 if my child/ward participates at Trekkers. I voluntarily agree for myself, and on behalf of the minor, to all of the terms and conditions in this Addendum.

_____|_____|_____
SIGNATURE (Adult Legal Guardian #1) **DATE** **PRINTED NAME**

_____|_____|_____
SIGNATURE (Adult Legal Guardian #2) (if any) **DATE** **PRINTED NAME**