



## COVID-19 ADDENDUM WAIVER OF LIABILITY

I, \_\_\_\_\_, am agreeing to participate in the \_\_\_\_\_ (“Trip”), to be held on or about \_\_\_\_\_ through \_\_\_\_\_. In consideration of the acceptance of my application to participate in the Trip, I do hereby:

1. Agree to waive and release all claims against the Johnston County Tourism Authority (JCTA), for any injury, damages, or expenses of any kind, whether for claims of negligence, tort, contract, or otherwise, including but not limited to agony’s fees, claims related to any injury, loss, damage, accident, delay, or other expense arising from any activity relating to the Trip, including any such damages relating to the use of any vehicle, war, terrorist act, weather, sickness (including but not limited to COVID-19), quarantine, government restrictions or regulations, or arising from any act or omission of any transportation carrier, hotel, restaurant or any other firm, agency, company or individual; EXCEPT that nothing in this paragraph shall limit the JCTA’s liability for damages which are a direct result of gross negligence or willful misconduct of the Johnston County Tourism Authority.
2. Affirm that I do not have, and have not had within the previous two weeks, any of the following:
  - a. A fever, a feeling of feverishness, or chills
  - b. A cough or sore throat
  - c. Shortness of breath or difficulty breathing
  - d. Muscle pain
  - e. Loss of taste or smell
  - f. GI upset or diarrhea
  - g. Any other flu-like symptoms
  - h. Contact with any other person who has tested positive for COVID-19 or who has exhibited any of the above symptoms
  - i. A positive COVID-19 test
  - j. Travel to or from any municipality or region identified at the following link, or any of the locations addressed in the executive orders or other travel advisory documents linked therein:  
*<https://www.visitnc.com/advisory/snRb/coronavirus-travel-advisory>*
  - k. I affirm that in the event that I do experience any of the above symptoms within two weeks of my travel date, or if I have any travel within any of the locations identified at the link above, I will immediately notify the tourism authority. I understand that Johnston County Tourism Authority may cancel or postpone the Trip in the event that I experience COVID-19 symptoms or

visit any of the above locations within two weeks of my travel date.

3. Agree to follow the CDC's current guidelines and recommendations for reduction of COVID-19 spread contained at the following link:

*<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/>*

**I understand that regardless of these precautions, there is always a risk of exposure to the novel coronavirus, the highly contagious pathogen which causes COVID-19, in traveling, being in close contact with other individuals, and/or visiting any public location. I understand that COVID-19 may cause severe illness, up to and including death, and that this risk exists for all individuals but is increased for individuals with certain pre existing medical conditions, including but not limited to individuals with diseases and disorders of the lung, people who are immunocompromised, people with HIV, people with liver disease, people with a BMI of 40 or higher, people who are 65 years old and older, people with certain heart conditions, people with diabetes, and people with chronic kidney disease. By attending this Trip, I voluntarily assume all risk associated with exposure to the novel coronavirus and/or contraction of COVID-19.**

4. Agree to indemnify, defend and hold harmless the Johnston County Tourism Authority with regard to any financial obligations or liabilities that I may personally incur, and/or for any damage or injury to others I may cause while participating in this Trip.
5. Acknowledge that the Johnston County Tourism Authority and its agents will not provide on my behalf any all-risk insurance, such as casualty, accident, and liability insurance, to cover liability for death, personal injury, illness, property loss or property damage resulting from my participation in this program.
6. Acknowledge that, as a guest of the Johnston County Tourism Authority, I am expected to comply with the rules and conduct myself in a reasonable manner while so registered. The Johnston County Tourism Authority reserves the right to revoke the registration of any guest who fails to comply with the above. This revocation may include the cancellation of payment for further accommodations and travel.
7. By participating in the Trip, I grant to the Johnston County Tourism Authority the unconditional, perpetual, irrevocable right to use my name, persona, and likeness in connection with any media generated during the Trip (including but not limited to photographs and video), without any obligation or remuneration to me. I understand that I will not receive any fees, sums, consideration, or remuneration for any of the rights I have granted herein, and I agree that I shall have no right of approval, claim to compensation (including, but not limited to, license fees and/or royalties), and no claim (including, but not limited to, claims for invasion of privacy,

defamation, right of publicity, copyright infringement, or trademark infringement) arising out of any use of my name, persona, or likeness by the Johnston County Tourism Authority or its subsidiaries, partners, and affiliated companies.

8. In the event that I need medical treatment during participation in this Trip, or any events incidental to this Trip, I agree to be financially responsible for any costs incurred as a result of such treatment.
9. In the event that I am accompanied on the Trip by a minor child or minor children, I certify that I am the child's parent or legal guardian, that I have the authority to make legal decisions on behalf of the minor child or minor children, and I do hereby accept and agree to all paragraphs in this document on behalf of the minor child(ren) in addition to on my own behalf. I agree to notify the Johnston County Tourism Authority if the minor child(ren) experiences any symptom or travel to any location described in Paragraph 2 above within two weeks of our travel date, and I understand that the Trip may be cancelled or postponed by the Johnston County Tourism Authority following such notice.
10. I have read this document and I understand it. I understand the legal consequences of this document, including: (1) indemnifying and releasing the Johnston County Tourism Authority from all liability on behalf of myself and/or any minor children attending the Trip with me; (2) waiving my right and the rights of any minor children attending with me to sue the Johnston County Tourism Authority, except in instances of the Johnston County Tourism Authority's gross negligence or willful misconduct; and (3) granting to the Johnston County Tourism Authority the right to use my name, persona, and likeness, and that of any minor children attending with me, in connection with any media generated during the Trip.

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Signature

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Printed Name

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Date