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## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Pink Peony Weddings & Events (PPWE) has put in place preventative measures to reduce the spread of COVID-19; however, PPWE cannot guarantee that you or your guests will not become infected with COVID-19.

Further, attending an event could increase your risk and your guests risk of contracting COVID-19. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or your guests may be exposed to or infected by COVID-19 by attending your event and that such exposure or infection may result in personal injury, illness, permanent disability, and death due to all direct or consequential damages including, negligence. You understand that the risk of becoming exposed to or infected by COVID-19 at your event may result from the actions, omissions, or negligence of others, including, but not limited to, venue employees and vendors, guests and their families. You agree to indemnify and hold PPWE harmless from any direct or consequential liability or damages associated pertaining to PPWEs service.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or your guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your guests may experience or incur in connection with attendance at your event. On your behalf, and on the behalf of your guests, You hereby release, covenant not to sue, discharge, and hold harmless PPWE and our staff members, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the venue, employees, vendors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in your event.

### **Venue and Event Policies**

PPWE and it's staff members will not be held liable for checking temperatures or patrolling guest conduct as related to COVID-19 (ie. staying six feet apart, washing hands, etc.). PPWE and it's staff will not be on or near the dance floor while dancing is taking place, and cannot be liable for patrolling social distance guidelines or guest conduct on the dance floor. PPWE and it's staff members will not be responsible for clearing guest tables including cups, glasses, beer bottles or cans (beer or spirits), garbage including paper products, leftover food, personal items left by a guest, etc., and any dishware including plates and silverware. We will not be responsible for serving guest food or drinks including dessert. PPWE will set up a dessert table but will not serve it to individual guests. PPWE reserves the right to determine any service or request on the day of event as unsafe and refuse the service based on conditions surrounding the specific situation.

In the event that the venue requires these actions to be handled by the planner, the client will need to add on an additional staff member for \$200/day. This cost will be the sole responsibility of the client. This staff member will be responsible for COVID-19 related items only. They will not be a part of the day-of planning staff. You agree to assume COVID 19 related risk for this staff member.

### **Action Steps for PPWE Employees**

All employees will be required to abide by the following:

- PPWE staff members will have their hair up and pulled back for the entirety of your event to avoid touching our faces.
- PPWE staff members will be required to wash their hands hourly or after direct contact with the client or guest, food & drink, and after using the restroom even if it's to change or to check on restroom supplies.
- PPWE staff members will be required to wear gloves when handling food, beverages, or any item used for food or beverage service by a guest.
- PPWE staff members will wear masks throughout the entire event.
- PPWE staff members will stay home if they are feeling sick or are affected by COVID-19. We will have an on-call employee for each event in case your assigned planner gets sick.
- \* These are best efforts and that there may be circumstances where PPWE cannot guarantee perfect execution of the above.

I, the client, take full responsibility for myself and our guests and agree to the terms and conditions outlined in this waiver.

PPWE reserves the right to change the terms of waiver as the COVID 19 pandemic situation evolves, and all clients will be subject to the most current waiver terms set forth on our website. It is the client's responsibly to inform of any changes by checking the site on the day of event.

The undersigned acknowledge that they have read this agreement and agree to be bound by the terms and conditions set forth above. To indicate your acceptance, type your name and click "sign" below.

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**Signer's Name**

Signed: *Signer's Name*

Dated: July 20, 2020

**Countersigner's  
Name**

**On Behalf Of:  
Pink Peony Weddings  
& Events**

Signed: *Countersigner's Name*

Dated: July 20, 2020

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