Assumption of Risk, Waiver of Liability & Covid-19 Agreement

By completing your registration for an Event, you are agreeing that you have read and understand and agree to are agreeing to FABSCRAP’s Assumption of Risk, Waiver of Liability & Covid-19 Agreement. You are also affirming that you have NOT traveled to a foreign country or area of the United States that is impacted by the COVID-19 coronavirus and you are NOT experiencing symptoms of illness right now. If you answer yes to either of these questions, please refrain from attending the Event.

In consideration for permitting you (“Participant”) to participate as a volunteer with FABSCRAP, Inc. on the date and time selected by you (the “Event”), Participant agrees as follows:

COVID-19 Agreement:
- I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will refrain from attending the Event.
- I am aware that I must follow the safety and hygiene protocols that have been implemented by FABSCRAP including, but not limited to temperature checks before entry to the Event.
- I attest that:
  - I have not traveled internationally in the past 14 days
  - I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
  - I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities
  - I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, wearing a mask and otherwise limiting my exposure to the coronavirus

Assumption of Risk and Waiver: Participant acknowledges that they have been advised that by participating in the Event, they may be exposed to certain risks from using sharp items such as scissors or shears, that the fabric being sorted may inadvertently contain pins or tacks that may cause lacerations or cuts or that Participant may be inadvertently exposed to people with infectious diseases including COVID-19. Participant understands that the scope of their volunteer relationship with FABSCRAP is limited to a volunteer position and that no compensation is expected in return for services provided by Participant, that FABSCRAP will not provide any benefits traditionally associated with employment; and that Participant is responsible for their own insurance coverage in the event of illness or personal injury as a result of providing services at the Event. With that said, Participant hereby acknowledges and agrees that they understand the nature of the Event and that they knowingly and voluntarily accept and assume responsibility for any risks and dangers that could arise out of, or occur during, Participant’s participation in the Event including bodily injury, illness, death, or necessity for medical treatment. The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE FABSCRAP, Inc. and its officers, directors, employees, (collectively, the “Releasees”), from and for any liability resulting from any personal injury, accident
or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant’s participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable. The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, Participant’s participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Non-Disclosure:** Participant acknowledges that he or she may be exposed to or come across proprietary information belonging to either FABSCRAP, Inc. or certain brand names that donate clothing for the Event. Participant agrees that he or she shall not take any pictures of the brand names or other proprietary information from the Event and shall not disclose in any way the proprietary information.

**Acknowledgment of Understanding:** Participant has read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The Participant acknowledges that by clicking on the acceptance of the terms and conditions when registering for the Event, that they are entering into this agreement freely and voluntarily.