**Disclaimer**

Guest Liability Release는 직원 외 회사나 사업장에 출입하는 독립계약자 (independent contractor), 거래처 (vendor), customer 등 직원이 아닌 제3자에 대한 Release입니다. 본 Release에 서명을 한 자라고 하더라도 귀하를 상대로 소송을 할 수 있으며, 본 Guest Liability Release는 소송이 제기되었을 때 하나의 Defense 로 사용할 수 있습니다.  하지만, 회사나 사업장에서 Centers for Disease Control and Prevention (CDC) 및 Occupational Safety and Health Administration (OSHA) 또는 시, 주정부가 제공하는 Guidance on Preparing Workplaces for COVID-19, 가이드라인들을 반드시 준수 하셔야 합니다. 가이드라인이 준수되어 있지 않는다면 소송 방어는 어려워질 수 있습니다.

영어가 불편하거나 못한다면 알 수 있는 Language 로 번역해 사용하시는 게 바람직합니다.

본 문서에 서명을 거부 할 경우 사업장이나 회사 출입을 금지할 수 있습니다.

첨부 Release 는 통상적으로 사용되는 sample 이며  모든 case 와 issue 가 다를 수 있기 때문에 귀하의 회사에 맞게 revise 하시도록 추천해 드립니다.

**GUEST LIABILITY RELEASE**

RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE, INDEMNIFICATION, HOLD HARMLESS, LIMITATION OF WARRANTY

We all know that these are uncertain times. The risks of novel coronavirus (“COVID-19”) are not well understood and there is controversy among the experts on how the virus can spread and difficultly in scientifically determining whether anyone has the virus at any moment in time.

In consideration for providing [insert services to be provided], by signing below you agree to accept all responsibility for the risk that you may contract COVID-19. While we are taking your safety and that of our staff very serious, by employing new safety and sanitation initiatives, we cannot guarantee that any of these measures will completely protect you from contracting COVID-19.

The undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, including many cases in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the California Department of Public Health for slowing the transmission of COVID-19, the undersigned agrees, represents and warrants that in the last 14 days, the undersigned has not (i) returned from a highly impacted area subject to a CDC Level 3 Travel Notice, (ii) been exposed to any person returning from a highly impacted area subject to a CDC Level 3 Travel Notice, or (iii) been exposed to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. (https:www.cdc.gov/coronavirus/2019-ncov/travelers/index.html) The undersigned hereby agrees, represents, and warrants that the undersigned has not been experiencing any symptoms of COVID-19, including but not limited to fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, trouble breathing, persistent pain or pressure in the chest, new confusion, or bluish lips or face.

In consideration of being permitted to use [Company name]’s services and facility, the undersigned agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue [Company name], it’s directors, officers, employees, volunteers, and agents from all liability to the undersigned and all of undersigned’s personal representatives, assignees, heirs, and/or next of kin for any loss or damage, and any claim or demand of any injury or damage, including but not limited to illness or death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of [Company name] or otherwise while the undersigned is in or about the premises or facilities therein. The undersigned expressly and knowingly waives all rights under California Civil Code 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The undersigned agrees to indemnify and save and hold harmless, its directors, officers, employees, volunteers, and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned is in [Company name]’s premises. The undersigned understands and agrees that [Company name] is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death or other damage or harm of any sort.

I have carefully read and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement.

Customer Name (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_