

## Junior Achievement of New Mexico JA Volunteer Hold Harmless Waiver and Release

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 have established guidelines to reduce the risk of spreading the virus.

Junior Achievement of New Mexico and its employees, agents, representatives and affiliates (collectively "JA") engage with volunteers ("JA Volunteer") to deliver K-12<sup>th</sup> grade programs in-person and on-line, for the purpose of fostering work-readiness, entrepreneurship and financial literacy skills. JA collaborates with certain school districts and educational institutions to connect JA Volunteers with students and other program participants.

The option to participate in person is completely voluntary, and no JA Volunteer is required to provide programming in person. JA is and will remain wholly supportive of JA Volunteers opting out of in-person programming. Although JA believes that JA's partner school districts and institutions that are offering in-person learning have put in place preventative measures to reduce the spread of COVID 19, JA cannot guarantee you will not become infected with COVID-19 should you choose to volunteer in person. Further, volunteering in person could increase your risk of contracting COVID-19.

If I elect to volunteer in person, I agree as follows:

## Waiver & Release of Liability

- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by volunteering in person and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while volunteering in person may result from the actions, omissions, or negligence of myself and others, including, but not limited to, JA, school, or institution employees, volunteers, and program participants, students, and their families.
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my volunteering ("Claims").
- I hereby release, covenant not to sue, discharge, and hold harmless JA, its employees, agents, representatives and affiliates, of and from
  the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand
  and agree that this release includes any Claims based on the actions, omissions, or negligence of JA, its employees, agents, and
  representatives, whether a COVID-19 infection occurs before, during, or after volunteering.

## Confirmation of Health

- To prevent the spread of COVID-19 and to reduce the potential risk of exposure to all parties, I confirm that I will not participate in any oncampus or in-person volunteer activities if I am showing any symptoms of COVID-19 (including but not limited to fever, dry cough, fatigue, shortness of breath, chills, muscle pains), or if I have had any known recent exposure to any individual diagnosed with COVID-19 or any individual currently waiting for test results confirming the possibility of a COVID-19 diagnosis. I agree that in such situations I will not volunteer on campus or in person until it has been 5 days after testing positive for COVID-19.
- In addition, to prevent the spread of COVID-19 and reduce the potential risk of exposure to all parties, I will wear a mask or face covering as requested and I will follow any additional protocols communicated to me.

I am signing this waiver voluntarily and with the understanding that it is binding on, and shall benefit, JA, me and our respective (as applicable) heirs, devisees, legatees, representatives, guardians, conservators, administrators, successors, assigns, agents, transferees and estates.