

WANDERLUSTERS SAILING CLUB, INC.
COVID-19 ADDENDUM TO TERMS & CONDITIONS

1. Notice, Duration & Incorporation: This COVID-19 Addendum supplements all other Membership & Participation Terms & Conditions, or guidance provided within WSC's Member's Handbook. This Addendum shall be used prior to any participation in WSC activities by a Participant – a Member, invited Guest, or accompanying Minors.
2. Conduct: In addition to complying with all other rules and guidelines incorporated within WSC's Member Handbook, Participants agree that they have read, understood, and will comply with any applicable guidelines contained within:
 - a) Maryland's Department of Health COVID-19 guidance, available at <https://coronavirus.maryland.gov/>;
 - b) Current Guidelines relating to Maryland's Stay at Home Order and Opportunities for Outdoor Recreation, available at <https://news.maryland.gov/dnr/2020/05/06/frequently-asked-questions-about-governor-hogans-stay-at-home-order/>; and
 - c) The Centers for Disease Control and Prevention ("CDC's) COVID-19 guidance, available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.
3. Acknowledgment of Risk: Participants understand and acknowledge the following:
 - a) Participation in any WSC activity, including but not limited to Membership meetings, sailing courses, or boat usage, increases the potential risk of exposure to COVID-19 from interaction with WSC staff or agents, other Participants, or physical contact with equipment including boats and any associated equipment.
 - b) Any cleaning regime and practices implemented by WSC for physical equipment, despite due care by WSC, may not preclude or even lessen risks of exposure to any contaminant containing COVID-19.
 - c) Other mitigation measures, including the wearing of masks and practice of social distancing, may not be feasible during the conduct of certain WSC activities because of their nature.
 - d) Pre-existing conditions may greatly increase the severity of exposure and contraction of COVID-19, and each Participant maintains separate responsibility to assess any additional risk through consultation with their own respective healthcare provider(s).
 - e) As COVID-19 may be transmitted without appearance of any symptoms, Participants face increased risk of exposure from other Participants or WSC staff, regardless of any testing or mitigation measures that could be employed.
4. Assumption of Risk: Participants understand that their participation in any and all WSC activities is voluntary. Participants freely assume the above-mentioned risks, and any harm, injury or loss that may occur to Participants or their property as a result of participation in WSC activities. This assumption includes any injury or loss caused by the negligence of WSC, its officers, agents, staff, employees, and other Participants. This assumption of risk, consistent with the below releases and waivers, does not extend to damage or injury caused

by the gross negligence or willful misconduct of any person. Participants understand that any equipment, including boats and any supporting equipment, that are provided by WSC are used at their own risk, and that any such equipment is provided without any warranty about its lack of contamination with COVID-19. Participants assume all risks of exposure to COVID-19, known and unknown, foreseeable and unforeseeable, in any way connected with their participation in WSC activities. Participants agree to follow the rules for any WSC activities relating to COVID-19 as may be provided by WSC or staff, or reflected in the above guidelines and resources.

5. Release of Liability: Participants hereby waives, releases, and forever discharges WSC, its employees, agents, officers, and contractors, and any other Participants (“Released Parties”), from all liabilities, causes of action, claims or demands of any kind or nature, that arise in any way from or are related to any Participants’ participation in WSC activities, including contraction of COVID-19 or any resulting injury, death, loss or harm. This release, waiver and discharge includes any claims for negligence or claims for strict liability for abnormally dangerous activities. Participants agree not to sue or make a claim against the Released Parties for any negligent act on their part that may cause exposure to or contraction of COVID-19 by the Participants.
6. Guest & Minor Provisions: Participants acknowledge that this COVID-19 Addendum is equally binding upon any Minors invited to participate in any WSC activity. By signing below, each Participant agrees to the terms reflected below on behalf of their Minor.

I certify that I am the parent or legal guardian of the participating Minor. I have read and agreed to the COVID-19 Addendum, and that I additionally sign this release freely. I understand the legal consequences of signing this document, including (a) releasing WSC and other Participants from all liability on my and the Minor’s behalf, (b) waiving my and the Minor’s right to sue the WSC or other Participants, (c) and assuming all risks of the Minor’s participation in this WSC activity. I allow the Minor to participate in this activity. I understand that the risks of exposure to and contraction of COVID-19 may be increased through participation in WSC activities, and that injuries that may occur as a result of COVID-19 may be severe and include death.

Participant Signature
(Member or Invited Guest)

Date