

COVID – 19 WAIVER OF LIABILITY AND RELEASE AGREEMENT

In consideration of receiving permission to be on the premises at **9 Bar W Cabins / Go-Go Espresso Café**, and/or doing business on the property located at 132 Electric Street, West Yellowstone, Montana 59758, USA and, hereby acknowledge and agree to the following:

1. I/We understand the hazards of the coronavirus (Covid-19) and I/we are familiar with the Center for Disease Control and Prevention (CDC) guidelines regarding Covid-19. I/We understand and acknowledge the circumstances regarding Covid-19 are changing day to day and I accept the full responsibility for familiarizing myself with the most recent updates in the guidelines.
2. The novel coronavirus has been declared a worldwide pandemic by the World Health Organization (WHO) and is reported to be contagious. The virus is believed to spread from person to person contact and possibly by contact with contaminated surfaces. The exact methods of spread and contraction are unknown and there is currently no official known treatment, cure, and 100% vaccine for Covid-19. Evidence has shown that Covid-19 can cause serious and potentially life-threatening illness and/or death.
3. 9 Bar W Cabins and/or Go-Go Espresso Café' cannot prevent you or your children from becoming exposed to, contracting, or spreading Covid-19 while utilizing the services of the company (mentioned in this Release Agreement) or from being on the premises. It is not possible to prevent against the presence of the disease/virus. Therefore, if you choose to utilize the company's services and/or to enter onto the company's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading Covid-19.
4. I have read and understood the above warning concerning Covid-19
5. I hereby forever release and waive my right to bring suit against dba 9 Bar W Cabins and/or dba Go-Go Espresso Café and its owners, officers, directors, employees, agents, or representative's in connection with exposure, infection and/or the spread to Covid-19 related to the utilizing the company's services and premises. I understand that this "Waiver of Liability and Release Agreement" means I give up my rights to bring claims including, but not limited to, personal injuries, claims of negligence and give up my claim to seek damages and/or any kind, whether known and/or unknown, foreseen and/or unforeseen.
6. IT IS FURTHER UNDERSTOOD AND AGREED that all rights under Section 1542 of the State of California Civil Code of Procedure, and any similar law of any state or territory of the United States are hereby expressly waived. Said Section reads as follows:

"Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this Release, which if known by him/her must have materially affected his settlement with the debtor."

By booking a reservation with (dba) 9 Bar W Cabins and/or purchasing/visiting Go-Go Espresso Coffee Shop you agree that you have informed everyone in your party of this Covid-19 Waiver of Liability and Release Agreement.

I have carefully read and fully understand all the provisions of this Release and freely and knowingly assume the risk and waive my rights concerning liability as described above.