**COVID-19 –** **ASSUMPTION OF RISK AND WAIVER AGREEMENT**

This agreement is made by and between *[name of homeowner(s)]* (“Owners”) and *[name of remodeler]*, (“Remodeler”), on *[date of agreement]*, regarding the construction-remodel project for the home at *[address of premises]* (“Premises”). The parties collectively state as follows:

WHEREAS, Owners and Remodeler signed a construction-development agreement (“Remodeling Agreement”) on *[date of original contract]* for Owners' residence to be remodeled; and

WHEREAS, after the agreement to remodel was signed a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, the President of the United States found and proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has stated “COVID-19 is a new disease and we are still learning how it spreads, the severity of illness it causes, and to what extent it may spread in the United States,”

NOW THEREFORE, in light of these advisements, each party signing below acknowledges and agrees to the following:

1. Acceptance and assumption of the risk that the disease will spread, even in ideal conditions;
2. That risk of serious illness or death may result from the spread or transmission of the virus at the Premises resulting from their own actions or inactions, but also from the actions, inactions or negligence of others, and they voluntarily agree to assume this risk;
3. To regularly check for CDC updates about the spread of the disease and proper control measures at [https://www.cdc.gov/COVID-19/2019-ncov/about/transmission.html](https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html) and to take all appropriate actions to protect occupants, including closure of the Premises, as dictated by the latest guidance material from authoritative sources;
4. That they are in good health and have no physical symptoms associated with COVID-19 per the CDC - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>;
5. That they will notify the other in a timely manner if they are experiencing signs or symptoms of COVID-19, or been confirmed positive for COVID-19;

In light of the above-reference assumption of risk, Owner and Remodeler hereby waive any and all claims against the other whether in tort, contract or otherwise, arising out of or related to COVID-19, including, but not limited to potential exposure or transmission to the virus, and or violation of any state, local, or federal government guidelines, regulations, or laws as it pertains to same. This waiver is absolute and unconditional, and applies whether or not the party has knowledge of any potential cause of action for such claims. This waiver additionally applies to their heirs, legal representatives, and successors and anyone else claiming under them.

Dated:

*[Name of Remodeler’s company]*

By:

*[Name of Remodeler]*

Dated:

*[Name of homeowner 1]*

Dated:

*[Name of homeowner 2]*

**NOTICE AND DISCLAIMER**

No general information or legal tool can fit every circumstance, accordingly this information should not be used as a substitute for consultation with professional advisers who are qualified and competent to render such advice and services. For these reasons, and because the endorsement of contract documents can entail significant responsibilities and legal consequences, before making any decision or taking any action, it is recommended that an experienced attorney be consulted for advice on questions regarding proper usage.

**BE ADVISED** that some states mandate specific language or notices to be included in residential contracts, and by law may also require a certain location, font size, bold type, and/or capitalization for said language or notices.