

CORONAVIRUS (COVID-19) INDEMNIFICATION AND RELEASE OF ALL CLAIMS

In order to protect the citizens of MONTGOMERY and beyond from illness associated with Coronavirus (COVID-19) the City of MONTGOMERY has ordered residents stay home and only engage in essential business. In addition, by order issued on March 27, 2020, strict guidelines to limit personal interaction to no more than ten (10) persons are also in place. As such, we urge you to ensure your funeral complies with this order.

Via this agreement you accept that it is your responsibility to ensure the guidelines of the city of MONTGOMERY, AL are complied with. In addition, you hereby agree to indemnify and release PHILLIPS-RILEY FUNERAL HOME from any past, present or future liability related to Coronavirus (COVID-19) exposure due to the presence of your invitees to a funeral held at your request by PHILLIPS-RILEY FUNERAL HOME.

We hereby strongly encourage you to ensure video coverage is provided for your service. This is encouraged in an attempt to ensure your viewing needs can be met as best as possible. In the event you decline a video option, there we hereby advise that your service should have no more than ten (10) persons and any and all liability stemming from a violation of MONTGOMERY, AL orders or resulting from Coronavirus (COVID-19) exposure shall lie with you. This includes your assumption of liability from any and all claims, demands and causes of action, including but not limited to, claims, actions, causes of action, demands, rights, damages, costs, pain and suffering, mental anguish, loss of consortium, loss of services and contributions, all claims and causes and all other requests for expenses and compensation whatsoever, including punitive, exemplary, statutory and other multiple damages or penalties of any kind, whether known or unknown, foreseen or unforeseen, arising out of exposure to Coronavirus (COVID-19).

You hereby state, represent and warrant that you are of sound mind, and are otherwise competent to sign this agreement. You expressly understand and agree that this waiver of liability and indemnity agreement is intended to and does cover any and all losses, injuries, damages and claims of every kind and nature whatsoever against PHILLIPS-RILEY FUNERAL HOME, whether direct or indirect, known or unknown, and suspected or unsuspected. You hereby acknowledge that you may discover facts different from, or in addition to, those which is currently known or believed to be known with respect to potential Coronavirus (COVID-19) claims. You agree that this waiver, and the specific releases contained herein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof.

For PHILLIPS-RILEY FUNERAL HOME, you agree to indemnify, protect and hold harmless PHILLIPS-RILEY FUNERAL HOME of and from any and all claims, judgments, costs, expenses, and losses (including attorneys' fees) arising out of any subsequent actions, claims or demands by reason of injuries or exposure to Coronavirus (COVID-19) in any potential future claims. Failure to do such will hold you responsible for reasonable attorneys' fees incurred in the defense of any suit or claim. This release contains the entire agreement between the parties hereto, and no oral agreement can take the place of this document. In the event of future liability or dispute, it is your responsibility to pay any legal expenses, bills, or costs necessary to hold PHILLIPS-RILEY FUNERAL HOME harmless from any such claims. The provisions of this Settlement Agreement will be interpreted in accordance with, and governed by, the laws of the State of ALABAMA and in arbitration, not in the district or county courts of ALABAMA. Again, this agreement requires arbitration of the dispute.

PHILLIPS-RILEY FUNERAL HOME

PRINT

SIGNATURE