

# KIWANIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") are guests of a Kiwanis club (the "Company") and desire to participate in-person in the \_\_\_\_\_ (the "Activity"). As lawful consideration for being permitted by the Company to engage in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. I am aware of the highly contagious nature of bacterial and viral diseases including but not limited to the 2019 novel coronavirus disease (COVID-19 (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company volunteers. I understand that while the Company has implemented preventative measures to reduce the spread of the Disease, the Company cannot guarantee that I will not become infected with the Disease or other infectious diseases while engaging in the Activity and that engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I EXPRESSLY ACKNOWLEDGE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL MEETINGS VIRTUALLY, AND THAT I WILL NOT LOSE THE OPPORTUNITY TO VOTE OR VOICE MY OPINIONS IF I ATTEND THE MEETINGS VIRTUALLY. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while engaging in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Company while engaging in the Activity. I agree not to participate in the Activity if I am experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if I have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease.

4. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to the Disease due to my engaging in the Activity.

5. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule whether of the State of California or any other jurisdiction. I hereby waive California Civil Code § 1542 that states:

**"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signed:

\_\_\_\_\_ Home Address