

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, the individual named below (referred to as "I" or "**me**") am a member or a guest of a member of the New England and Bermuda District of Kiwanis (the "District") and desire to participate in-person at the Fall Conference to be held in North Conway, New Hampshire on November 19 – 21, 2021 (the "Activity") . As lawful consideration for being permitted by the District 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 referred to herein as 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 the District and/or its volunteers, and/or its attendees, I understand that while the District has implemented preventative measures to reduce the spread of the Disease, the District 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 exposure to and/or 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 HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR OTHERWISE.**
2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the District 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 to my engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the District or any Releasees or otherwise (the "Released Claims"). I covenant not to make or bring any such Released Claims claim against the District or any other Releasee, and forever release and discharge the District and all other Releasees from liability for any and all Released Claims.
3. I am familiar with all 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 relating to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the District 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 is suspected of having the Disease

4. This Agreement constitutes the sole and entire agreement of the District 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 determined to be invalid, illegal, or unenforceable in any jurisdiction, such term shall be severable from this Agreement and shall not affect the validity or enforceability of any other term or provision of this Agreement; further a determination that a term is invalid, illegal, or unenforceable in one jurisdiction shall not 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 District 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 laws of the State or Commonwealth in which the Activity occurs (the "Designated Jurisdiction"), as specified herein, without giving effect to any choice or conflict of law provision or rule, whether of the Designated Jurisdiction or any other jurisdiction. Solely in the event of a determination by any court or tribunal having jurisdiction over any dispute that arises under this Agreement, that the laws of the Designated Jurisdiction are inapplicable for whatever reason, then this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

BY SIGNING, I ACKNOWLEDGE THAT THE DISTRICT INSURANCE POLICY DOES NOT PROVIDE ANY COVERAGE RELATED TO THE DISEASE, 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 DISTRICT.

SIGNED:

Printed Name:

Date: