

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individuals named below desire to participate in-person in Kiwanis Youth Programs' meetings ("Participant") held by the Kiwanis District of \_\_\_\_\_ ("Company") \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_. (the "**Activity**"). As lawful consideration for being permitted by the Company to engage in the Activity, Participant, on behalf of himself or herself, and guardian ("Guardian"), on behalf of Participant and himself or herself, agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. Participant and Guardian are 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 Participant and Guardian may be exposed to or contract the Disease by engaging in the Activity. Participant and Guardian understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Participant and Guardian acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company volunteers or employees. Participant and Guardian understand that while the Company has implemented preventative measures to reduce the spread of the Disease, the Company cannot guarantee that Participant and Guardian 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, PARTICIPANT AND GUARDIAN ACKNOWLEDGE THAT PARTICIPANT AND GUARDIAN ARE VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. PARTICIPANT AND GUARDIAN EXPRESSLY ACKNOWLEDGE THAT PARTICIPANT AND GUARDIAN HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL MEETINGS VIRTUALLY, AND THAT PARTICIPANT AND GUARDIAN WILL NOT LOSE THE OPPORTUNITY TO VOTE OR VOICE MY OPINIONS IF I ATTEND THE MEETINGS VIRTUALLY. PARTICIPANT AND GUARDIAN 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. Participant and Guardian hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its, parents, officers, directors, employees, agents, affiliates, Participants, 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. Participant and Guardian 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. Participant and Guardian are 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. Participant and Guardian 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. Participant and Guardian will also follow all instructions of the Company while engaging in the Activity. Participant and Guardian agree not to participate in the Activity if either Participant or Guardian is experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if Participant or Guardian has a confirmed or suspected case of the Disease, or has come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease.

4. Participant and Guardian 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, Participant and Guardian 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 INDIANA without giving effect to any choice or conflict of law provision or rule whether of the State of INDIANA or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

**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.**

Signed:

Participant \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed:

Guardian \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_