

## COVID -19 ASSUMPTION OF RISK, WAIVER AND RELEASE

I desire to and willingly participate in the Delta 2021 President Ramesh Suman's Reception, "Day After Tomorrow" Event hosted by Delta Association of REALTORS®, with its principal place of business at Hillcrest Tap House, 2709 Hillcrest Ave., Antioch. In consideration of being permitted to attend and participate in the Event, and in recognition of Delta Association of REALTORS®, reliance hereon, I agree to the terms and conditions set forth in this agreement ("Release").

I am aware that novel coronavirus disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization, and I understand that my participation in the Event is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or economic loss. I am also aware of the highly contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases (collectively, "Disease"), and of the risk that I may be exposed to or contract the Disease by attending the Event, which may result in serious illness, personal injury, disability, death, and/or economic loss. I understand these risks may result from or be compounded by the actions, omissions, or negligence of Delta Association of REALTORS®, I understand that while Delta Association of REALTORS® has implemented measures to reduce the risks associated with the Event and the spread of the Disease, Delta Association of REALTORS® cannot guarantee that I will not be injured or become infected with the Disease as a result of my participation in the Event, and that attending the Event may increase my risk of contracting the Disease.

**ASSUMPTION OF RISK:** NOTWITHSTANDING THE AFOREMENTIONED RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND THAT MY ATTENDANCE INCLUDES THE POSSIBILITY OF EXPOSURE TO AND ILLNESS FROM THE DISEASE, INCLUDING BUT NOT LIMITED TO COVID-19. I HEREBY KNOWINGLY AND FREELY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, HARM AND LOSS ASSOCIATED WITH OR ARISING FROM MY ATTENDANCE AT THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OR CONDUCT OF DELTA ASSOCIATION OF REALTORS® OR ANY RELEASEE(S) HEREUNDER.

**RELEASE AND WAIVER:** I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE NOW KNOWN OR HEREAFTER KNOWN, AGAINST DELTA ASSOCIATION OF REALTORS® AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, "RELEASEES"), EITHER IN LAW OR EQUITY. THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO ILLNESS, DISABILITY, DEATH, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE TO PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN AND ATTENDANCE AT THE EVENT, WHETHER CAUSED BY OR ARISING OUT OF THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND OF DELTA ASSOCIATION OF REALTORS® OR ANY RELEASEES. I COVENANT NOT TO MAKE OR BRING ANY CLAIM THAT I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVE, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF AGAINST DELTA ASSOCIATION OF REALTORS® OR ANY RELEASEES, AND FOREVER RELEASE AND DISCHARGE DELTA ASSOCIATION OF REALTORS® AND ALL RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

**THIS IS INTENDED AS A FULL RELEASE OF ALL LIABILITY, AND I HEREBY WAIVE ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:**

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**MEDICAL ACKNOWLEDGEMENT AND RELEASE:** I confirm and agree that: a) I will not attend the Event if I am experiencing symptoms of the Disease (including but not limited to a cough, shortness of breath, fever or any other symptom association with COVID-19), have a confirmed or suspected case of the Disease, or have knowledge that in the 14 days prior to the Event that I have come into contact with a person who has been confirmed to have or suspected of having the Disease; b) I am required to and will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Event and the Disease while participating in the Event; c) I will follow all instructions, recommendations, and cautions of DELTA ASSOCIATION OF REALTORS® at all times during the Event; d) I will participate in and cooperate with contact tracing efforts by state and local governments and by DELTA ASSOCIATION OF REALTORS®; e) I will immediately cease participation in the Event if at any time during the Event I believe I am no longer in proper physical condition to participate in the Event; and f) if during the Event, or within 14 days after participating in the Event, I begin experiencing symptoms of the Disease or test positive for the Disease, I will immediately discontinue further participation in the Event and immediately notify the DELTA ASSOCIATION OF REALTORS® staff designated to receive such information: Tonia Nielsen, 925-757-8283 or email Tonia@deltaor.com.

I HEREBY CONSENT TO RECEIVE MEDICAL TREATMENT DEEMED NECESSARY IF I AM INJURED OR REQUIRE MEDICAL ATTENTION DURING MY PARTICIPATION IN THE EVENT. I UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION AND/OR EVACUATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS DELTA ASSOCIATION OF REALTORS® AND THE RELEASEES FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE EVENT.

**INDEMNIFICATION:** I agree to indemnify and hold harmless DELTA ASSOCIATION OF REALTORS® and all other Releasees against any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities, and expenses of whatever kind, including attorney fees, arising from my participation in the Event, and I agree to reimburse DELTA ASSOCIATION OF REALTORS® and all Releasees for any such expenses they incur.

This Release constitutes the sole and entire agreement of DELTA ASSOCIATION OF REALTORS® 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 Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release. This Release is binding on and shall inure to the benefit of DELTA ASSOCIATION OF REALTORS® and the Releasees and me.

This Release shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. Any action or proceeding brought in connection with this Release will be filed exclusively in a court of competent jurisdiction located within the County of Contra Costa, California.

**By attending and/or participating in the Event, I have given a full release of liability to the released parties to the fullest extent permitted by law. By signing, I acknowledge that I have read and understood all of the terms of this Release and that I am voluntarily giving up substantial legal rights, including the right to sue DELTA ASSOCIATION OF REALTORS® and other Releasees.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_