

OUTDOOR AFRO WAIVER, RELEASE AND ASSUMPTION OF RISKS RELATING TO COVID-19

This Waiver, Release and Assumption of Risk (this “Release”) is executed by the undersigned as participant or, if applicable, as parent or legal guardian of the child listed on this form. The undersigned desires to participate or have the child participate in the Outdoor Afro program listed below. As a condition to participation, the undersigned hereby freely, voluntarily and without duress executes this Release under the following terms:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Although medical knowledge of COVID-19 is constantly evolving, the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, in the air and even by people who are infected but show no symptoms. The precise methods of spread and contraction are not completely understood, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Adults over age 65 and people of any age with serious underlying medical conditions including, but not limited to, asthma, high blood pressure, pregnancy, HIV, cancer, weakened immune system, serious heart condition, sickle cell disease, diabetes or obesity may be at a higher risk of severe illness resulting from COVID-19. As a result, federal, state and local governments and federal and state health agencies recommend social distancing. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

By signing this Release, I acknowledge that while Outdoor Afro has put in place preventative measures to reduce the spread of COVID-19, Outdoor Afro cannot guarantee that I or my child will not be exposed to, contract or spread COVID-19 while attending the program listed below. Given the incompleteness of medical knowledge about COVID-19 and the manner and ease of its transmission, it is not possible to fully prevent against the presence or transmission of the disease. Therefore, I understand and acknowledge that by choosing to attend the program below in person, I may be exposing myself or my child to, and/or increasing my or my child’s risk of contracting or spreading COVID-19. I understand and acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

By signing this Release, I acknowledge the importance of complying, and agree to fully comply, with all applicable federal, state and local laws, as well as policies, rules, regulations and instructions from any source or authority, including the Outdoor Afro Program Leader and the manager of the host location, regarding the use of the host location’s facilities, including those related to social distancing precautions, wearing face coverings, following signage instructions and good hygiene practices. I understand that any failure to do so will result in my or my child’s removal from this program and the host location site. In addition, if I or anyone in my household feels sick or exhibits any symptoms of illness (including, but not limited to, fever, cough or shortness of breath), I or my child will not attend this program in person.

By signing this Release, I acknowledge that I have read and understood the above warning concerning COVID-19. I choose to accept the risk of COVID-19 in order to and as a condition of attending the program in person at the host location. I understand the contagious nature of

COVID-19, and, to the fullest extent permitted by law, I voluntarily assume the risk that I may be exposed to, be infected by and/or spread COVID-19 by attending the program in person. I understand that the risk of becoming exposed to, infected by or spreading COVID-19 by attending the program in person may result from the actions, omissions or negligence of myself or others, including, but not limited to, Outdoor Afro employees, volunteers, program participants and other visitors to the host location.

Without limiting the release above, I, for myself, my family, my beneficiaries, heirs, assigns and anyone acting for me, hereby agree to hold harmless, release and forever discharge Outdoor Afro, its officers, directors, agents and employees and their representatives from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to exposure, infection, and/or spread of COVID-19 associated with my in-person attendance in the program listed below. I understand and agree that this Release means that I, my beneficiaries, heirs, assigns and anyone acting for me give up the right to bring any claims, including for personal injury, death, disease, property loss or any other loss or damage, including claims based on negligence. I also understand that to the fullest extent permitted by law, I give up any claim I, my beneficiaries, heirs, assigns and anyone acting for me, may have to seek damages or other relief, whether known or unknown, foreseen or unforeseen.

I agree that this Release shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of laws provisions. I agree that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release as a whole. I intend that this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE MY RIGHTS CONCERNING THE LIABILITIES AS DESCRIBED ABOVE:

Name of Outdoor Afro Program: _____

Participant's Name: _____

(Print)

Signature: _____

Date: _____

Participant (Parent or Guardian if participant is under 18)