

COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISK  
-Key Leader 2022-

Attendee's Name: \_\_\_\_\_  
(Print Name)

The individual named above (referred to herein as "Participant") desires to participate in the Southwest District Key Leader (the "Activity"). As lawful consideration for being permitted to engage in the Activity, Participant, and where Participant is a minor, the parent or legal guardian of Participant, agree to all the terms and conditions set forth in this agreement (this "Agreement").

Participant is 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 Participant may be exposed to or contract the Disease by engaging in the Activity. Participant understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Participant acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Southwest District Kiwanis Foundation members, Kamp Kiwanis and/or its volunteers (the "Hosts"). Participant understands that while the Hosts have implemented preventative measures to reduce the spread of the Disease, Hosts cannot guarantee that Participant 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, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. PARTICIPANT HEREBY AGREES 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 SWD KEY CLUB OR OTHERWISE.

Participant hereby expressly waives and releases any and all claims, now known or hereafter known, against Hosts, and their officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "Releasees" and individually "Releasee"), 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 Hosts or any Releasees or otherwise (the "Released Claims"). Participant covenants not to make or bring any such Released Claims claim against Hosts or any other Releasee, and forever release and discharge Hosts and all other Releasees from liability for any and all Released Claims.

Participant is 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. Participant 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. Participant will also follow all instructions of Hosts while engaging in the Activity, Participant agrees not to participate in the Activity if Participant is experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if Participant 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 is suspected of having the Disease.

Solely in the event that a claim is asserted against any Releasee due to my breach of any of my obligations in Paragraph 3 above, Participant shall defend, indemnify, and hold harmless Hosts 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, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers), that are incurred by and/or awarded against Hosts or any other Releasees in any final judgment, award, or settlement that arises out of or results from any such claim.

CHECK THE APPLICABLE VACCINATION AND TESTING PROVISION. For the purposes of this section "Fully Vaccinated" means having received a complete vaccine regimen (2 shots for Pfizer or Moderna, or 1 shot for Johnson and Johnson), and 14 days or more have passed since the final shot.

Participant agrees that he/she has been Fully Vaccinated as defined above.

Participant agrees that he/she will be Fully Vaccinated as defined above by the start of the Activity. Hosts will routinely check with Participant to confirm that vaccination has occurred, and Participant will be asked to confirm/attest to Fully Vaccinated status before Friday, February 18, 2022. If Participant has not been Fully Vaccinated by February 18, 2022, Participant agrees to obtain a negative COVID-19 test prior to the Activity.

Participant has not been and will not be Fully Vaccinated prior to the Activity. Participant agrees to obtain a negative COVID-19 test within 5 DAYS of the Activity. Participant will be required to show the negative test upon arrival to the Activity on 2/19/2022.

This Agreement constitutes the sole and entire agreement of Hosts and Participant 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 Hosts and Participant 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, PARTICIPANT ACKNOWLEDGE THAT PARTICIPANT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE HOSTS.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian Signature (as applicable)

\_\_\_\_\_  
Date