



**Waiver, Release, Indemnity, Hold Harmless and Agreement To  
Defend Regarding Claims re: COVID-19  
Page 1 of 3 Risks of Exposure:**

The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious, has a high mortality rate compared to many other illnesses and can spread easily. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk. I, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), understand that accessing 3636 Linden Ave Holdings LLC, The Long Beach Petroleum Club Building ("PC Property") property for any reason may be dangerous or unsafe and could expose me/us and/or others to COVID-19.

Representations: I, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), represent that: I, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), understand that persons may be afflicted with COVID-19 and: (1) not exhibit symptoms, (2) not be aware that they are afflicted, or (3) may not voluntarily agree to disclose their condition; To the best of my knowledge, I and the below-named minor child(ren) are not currently afflicted with, and have not knowingly within the last 14 days of the signature date below, been afflicted with, and/or knowingly been in contact with someone afflicted with, COVID-19; and I and the below-named minor child(ren) agree not to access the Petroleum Club property within 14 days of knowingly having symptoms of COVID-19 (such as a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms), or knowingly being in contact with someone afflicted with or having such symptoms of COVID-19.

I, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), understand and agree, as follows:

**Waiver & Release:** In my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), HEREBY WAIVE AND RELEASE and forever discharge Vibes Kids Camp LLC, 3636 Linden Ave. Holdings LLC and collectively and each of its agents, employees, officers, directors, affiliates, attorneys, successors, and assigns (collectively herein, the "Vibes"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, in tort, contract, equity, or otherwise from the date this waiver and release of liability is executed and thereafter to the maximum extent allowed by law (herein, "Claims"), that I and/or the below-named minor child(ren) ever had or may have, on behalf of myself, my heirs, assigns, administrators, executors, and next of kin, and also in my capacity as a legal guardian of the below-named minor child(ren) and his/her heirs, assigns, administrators, executors, and next of kin, arising from, and/or in any way related to COVID-19 and/or a COVID-19-related illness (collectively herein, "Risks & Activities"), provided that this waiver and release of liability does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct by Vibes.

Parent  
Initials:

**Acknowledgment:** I understand in my individual capacity and also as a legal guardian of the below-named minor child(ren) that the Risks & Activities are inherently dangerous and may cause serious or grievous illness and/or injuries, including illness, injury, and/or death regardless of any health and safety procedures that may exist at the PC property. I acknowledge, agree, and represent, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), that I understand the nature of such activities, that I and the below-named minor child(ren) are qualified, in good health, and in proper physical condition to participate despite the Risks & Activities.

**Assumption of Responsibility:** By the foregoing waiver, release, and acknowledgement, I assume, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), any risk of, and take full responsibility for, any Claims of illness, injury, death, and/or damage in any way associated with or arising from the Risks & Activities. My assumption of such risks includes without limitation ensuring my/our compliance with federal, state, county, and municipal laws, regulations and/or ordinances that is/are in any way associated with or arising from my/our use of the 3636 Linden Ave. Holdings LLC. property regarding the Risks & Activities.

**Indemnification, Hold Harmless & Agreement to Defend:** I further agree, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), to indemnify each and any of the Vibes Kids Camp Parties, and hold them harmless and to defend (with counsel chosen by Vibes, which shall not be unreasonably withheld) from any loss, liability, damage, or cost, they may incur in any way associated with or arising from Waiver, Release, Indemnity, Hold Harmless And Agreement To Defend Regarding Claims re: COVID-19 Page 2 of 3 my/our use of the PC property as to the Risks & Activities, whether caused by my/our negligence, or otherwise, except as to any acts of gross negligence, or intentional, willful, or wanton misconduct solely by Vibes.

**General Terms:** In my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), I fully agree to the terms of this waiver, release, indemnity, hold harmless and agreement to defend. I, on behalf of myself individually, am duly qualified and authorized to execute this waiver, release, indemnity, hold harmless and agreement to defend. To the extent any minor child(ren)is/are named below, I am a duly qualified legal guardian of such below-named minor child(ren)and am authorized to execute this waiver, release, indemnity, hold harmless and agreement to defend on his/her/their behalf. I agree that any minor child(ren)who are not listed below and for whom I am a duly qualified and authorized legal guardian, shall not access the PC property without a waiver, release, indemnity, hold harmless and agreement to defend as to the Risks & Activities that has been executed by a duly qualified and authorized legal guardian of such child(ren).

I expressly agree, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), that this waiver, release, indemnity, hold harmless and agreement to defend is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, non-withstanding, continue in full legal force and effect. I further agree, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), that this waiver, release, indemnity, hold harmless and agreement to defend contains the entire agreement between Vibes and

Parent  
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the undersigned, and supersedes any prior written or oral agreements between them concerning the subject matter of this waiver, release, indemnity, hold harmless and agreement to defend.

In my individual capacity and also as a legal guardian of the below-named minor child(ren), I agree that the provisions of this waiver, release, indemnity, hold harmless and agreement to defend, may be waived, altered, amended, or repealed, in whole, or in part, only upon the prior written consent of the undersigned hereto and Vibes. I further agree, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), that the provisions of this waiver, release, indemnity, hold harmless and agreement to defend will continue in full force and effect even after the termination of the above-listed activities, whether by agreement, by operation of law, or otherwise. I understand and confirm, in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren), that by signing this waiver, release, indemnity, hold harmless and agreement to defend, I have given up considerable legal rights, and have relied upon my own judgment, beliefs, knowledge, understanding and expertise after careful consultation with, or the opportunity to consult with, my own legal counsel concerning its legal effect.

In my individual capacity and also as a legal guardian of the below-named minor child(ren), I agree that this waiver, release, indemnity, hold harmless and agreement to defend shall be governed by and construed in accordance with the laws of California, without regard to conflicts of law principles, and further so agree to submit to the jurisdiction and venue of Los Angeles County, California. In my individual capacity and also as a legal guardian of the below-named minor child(ren), I hereby waive the benefit of California Civil Code, Section 1654, and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist. In my individual capacity and also as a legal guardian of the below-named minor child(ren), I have signed this agreement freely, voluntarily, under no duress, or threat of duress, without inducement, promise or guarantee being communicated to me.

My signature is proof of my intention to execute a complete and unconditional waiver, release, indemnity, hold harmless and agreement to defend of all liability to the full extent of the law in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren). I am 18 years of age or older, and mentally competent to enter into this waiver, release, indemnity, hold harmless and agreement to defend in my individual capacity and also in my capacity as a legal guardian of the below-named minor child(ren).

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND IT AND AGREE THAT THOSE ON WHOSE BEHALF, I AM SIGNING WILL BE BOUND BY ITS TERMS. In my individual capacity and as a legal guardian of the below named-minor child(ren):

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Child's Name and Age \_\_\_\_\_  
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