

LIEN DOAN CHI LANG FOUNDATION

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO COVID-19

I HAVE REVIEWED AND HAVE SIGNED THIS AGREEMENT so that I and/or my children listed below will be permitted to participate in, visit or utilize the facilities, services, and/or the programs of Lien Doan Chi Lang Foundation, a California nonprofit corporation ("LDCLF"), including, but not limited to, LDCLF troop meetings, LDCLF activities and events, use of LDCLF property, and participation in LDCLF camps.

I understand that:

Novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including multiple cases in California and my locality. COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact.

As with any social activity, use of LDCLF facilities or services, or participation in LDCLF programs, may present the risk of contracting COVID-19. While LDCLF takes safety and preventative precautions, LDCLF can in no way warrant that COVID-19 infection will not occur through participation in LDCLF programs.

I agree to comply and to ensure compliance by my children with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the California Department of Public Health for slowing the transmission of COVID-19. I agree that neither I nor my participating children shall visit or utilize the facilities, services, and/or programs of LDCLF within 14 days after (i) returning from highly-impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I further agree that neither I nor my participating children shall participate in, visit or utilize the facilities, services, and/or programs of LDCLF if I, he, or she (i) experience(s) symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. I agree to notify LDCLF immediately if I believe that any of the foregoing access/use restrictions may apply.

I acknowledge that LDCLF has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for hindering the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. I agree that LDCLF may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agree to comply with LDCLF revised procedures prior to participating in, visiting or utilizing the facilities, services, and/or the programs of LDCLF.

I further acknowledge that, due to the nature of the facilities, services, and programs offered by LDCLF, social distancing of 6 feet per person among children and or others, and compliance with guidance and recommendations of public health agencies, may not always be possible.

I fully understand and appreciate both the known and potential dangers of participating in the

programs and/or utilizing the facilities and services of LDCLF and acknowledges that my use thereof and/or use by my participating children may, despite LDCLF prudent and reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN LDCLF PROGRAMS, I HEREBY AGREE TO THE FOLLOWING:

- ON MY BEHALF AND ON BEHALF OF MY PARTICIPATING CHILDREN, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LDCLF, or any of its directors, officers, employees, volunteers, and agents, from all liability to me and to my participating children and the personal representatives, heirs, and assigns of me or my participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, me or my participating children whether caused by the negligence, active or passive, of LDCLF or otherwise while I or my participating children are participating in, visiting, or utilizing the facilities, services and/or programs of LDCLF.
- I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 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, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM LDCLF IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY LDCLF FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY PARTICIPATING MINOR CHILD(REN) AND/OR LEGAL WARDS, AND I REPRESENT AND WARRANT TO LDCLF THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signature of Parent/Guardian **Date**

Print Name of Parent/Guardian **Name of Participant(s)**