



## RELEASE OF CLAIMS COVID-19

This Release of Claims (this "Release") is entered into on the date listed below (the "Effective Date") by the party listed below ("You" or "I") in favor of Cal Coast Academy and its Agents. In this Release, "Agents" shall include the officers, directors, employees, agents, and/or other contractors of Cal Coast Academy.

1. Recitals. COVID-19, which is caused by coronavirus, has been declared a worldwide pandemic by the World Health Organization and is known to be extremely contagious and life threatening, with no known treatment or cure. Medical information relating to COVID-19 is evolving, but it is believed to easily spread by person-to-person contact, contact with contaminated surfaces, and even possibly by air. The government has advised people to avoid or minimize exposure to others. Despite the foregoing, you agree to enter into the premises of Cal Coast Academy and/or meet with its Agents in order to potentially further a business objective or for other reasons on the terms set forth in this Release.

2. Acknowledgement. You acknowledge that Cal Coast Academy cannot prevent You or any other person from becoming exposed to, contracting, or spreading COVID-19, while visiting the premises of Cal Coast Academy or meeting with any of its Agents. If You decide to enter the premises of Cal Coast Academy or interact with its Agents, You may be exposing yourself to contracting or spreading COVID-19.

3. Assumption of Risk. You have read and understood the above warnings concerning COVID-19. You accept the risk of contracting COVID-19 for yourself and/or any accompanying person in order to visit or meet at Cal Coast Academy.

4. RELEASE OF CLAIMS. I hereby forever release and waive my right to assert any claim or bring suit against Cal Coast Academy and its Agents in connection with exposure, infection, and/or spread of COVID-19 arising out of or related to my activities described herein. I understand that this means I give up my right to bring any claims for personal injuries, death, disease or property losses, or any other loss, including but not limited to, claims of negligence. Furthermore, I give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. The foregoing release shall not apply to gross negligence or willful misconduct on the part of Cal Coast Academy or its Agents.

5. Representations. As a condition to permitting me to engage in the activities described herein, I represent and warrant to Cal Coast Academy the following:

a. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

b. I have not traveled internationally within the last 14 days.

c. I have not traveled to a highly impacted area within the United States of America in the last 14 days.

d. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

e. I have not been diagnosed with Coronavirus/Covid-19.

f. I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

6. Successors and Assigns. This Agreement shall be binding on the representatives, assigns, and successors of the parties.

7. Severability. If any clause in this Release shall be deemed to be unenforceable, such clause shall be reduced in scope to the extent necessary to render it enforceable. All other provisions shall remain in full force and effect.

8. Governing Law. This Release is entered into in the County of San Diego, California. It shall be governed by and construed in accordance with the laws of the State of California. The undersigned irrevocably submits to the jurisdiction of the federal and state courts of San Diego County, State of California. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.

9. Miscellaneous. This Release can only be amended in writing.

Effective Date: \_\_\_\_\_

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

Full Name: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

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