

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

1. The individual named below (referred to as "I" or "me") is a member or guest of the Cheyenne, WY Kiwanis Club (The Club) and desires to participate in-person in Kiwanis meetings and activities from February 16, 2021 through September 30, 2021. (the "Activities"). This includes all meetings of the Cheyenne Kiwanis Club, its Board of Directors meetings, committee meetings, Kiwanis After Hours meetings and events, Cheyenne Kiwanis Club Foundation meetings and events, all activities approved by the Board of Directors of the Cheyenne Kiwanis Club and all activities approved by the Board of Directors of the Cheyenne Kiwanis Club Foundation. As lawful consideration for being permitted by the Club to engage in the Activities, I agree to all the terms and conditions set forth in this agreement (the "Agreement").

2. I am aware of the highly contagious nature of bacterial and viral diseases including but not limited to the 2019 novel coronavirus disease COVID-19 and its variants (collectively the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Club volunteers. I understand that while the Club has implemented preventative measures to reduce the spread of the Disease, the Club cannot guarantee that I will not become infected with the Disease or other infectious diseases while engaging in the Activities and that engaging in the Activities may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I EXPRESSLY ACKNOWLEDGE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL MEETINGS VIRTUALLY, AND THAT I WILL NOT LOSE THE OPPORTUNITY TO VOTE OR VOICE MY OPINIONS IF I ATTEND THE MEETINGS VIRTUALLY. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITIES, OR TRAVELING TO PARTICIPATE IN THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE CLUB OR OTHERWISE.

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Club, and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to engaging in the Activities and being exposed to or contracting the Disease, whether arising out of the negligence of the Club or any Releasees or otherwise. I covenant not to make or bring any such claim against the Club or any other Releasee, and forever release and discharge the Club and all other Releasees from liability under such claims.

4. I am familiar with 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. I will comply with all such orders, directives, and guidelines while engaging in the Activities, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Club while engaging in the Activities. I agree not to participate in the Activities if I am experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if I have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease.

5. I shall defend, indemnify, and hold harmless the Club 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, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Club or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to the Disease due to my engaging in the Activities.

6. This Agreement constitutes the sole and entire agreement of the Club and me 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 invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Club and me 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 internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule whether of the State of Wyoming or any other jurisdiction.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB.

Signed: _____

Printed Name: _____

Address: _____

Date: _____