

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of being a participant, worker, vendor, guest, volunteer or observer of the Orange County Bar Association and related activities ("Event") and to be on the premises located at _____, I, on behalf of myself, my spouse, heirs, parents, children, family, guardians, assigns, representatives, executors and administrators ("Releasers"), hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control ("CDC") and prevention guidelines regarding COVID-19. I acknowledge and understand that circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates and protecting myself from being exposed to and contracting COVID-19 at the Event.

The OCBA requires face masks to be worn at all times while attending indoor spaces of all Event premises regardless of vaccination status.

2. I affirm that I have not within 10 days of the Event tested positive for COVID-19, and have not within 10 days been in close contact with someone who tested positive for COVID-19. I agree that at the time of the Event, I do not have any symptoms of COVID-19, including, but not limited to fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting or diarrhea, nor have I been advised to quarantine due to concerns regarding COVID-19. Additionally, while attending the Event, I will follow all applicable COVID-19 protocols that may be required by OCBA, the event venue, and/or applicable law.
3. Notwithstanding the risks associated with COVID-19 and observing and being around Event, which I readily acknowledge, I hereby knowingly, voluntarily and intelligently choose to participate in or be on the premises for the Event. **I VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE, ILLNESS, DEATH AND INJURY (WHETHER TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO COVID 19 AND TO THE EVENT IN GENERAL WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.**
4. I acknowledge and fully assume the risk of injury, illness or death related to many things, including, but not limited to, contracting COVID-19 and arising from being on the premises for the Event. I, on behalf of Releasers, hereby unconditionally release, waive, discharge, hold harmless, and covenant not to sue the Orange County Bar Association; the Orange County Bar Association Charitable Fund; and all of the above named entities' officers, directors, managers, partners, employees, attorneys, agents, affiliates, predecessors, successors, assigns, owners, shareholders, members, contractors, related and sister companies, affiliated organizations, and each of them ("Releasees") from and against any and all past, present or future liabilities, suits, causes of action, damages, claims, demands, losses, costs and expenses, including attorney's fees of any nature, including direct claims and damages which might occur, arising out of or in any way related to the Event including without limitation any resulting loss, damage, injuries, illness, or death from COVID-19,
I understand this release shall be effective even if the loss, damage, death, illness or injury WAS NOT FORESEEABLE OR results or has resulted from the negligence (whether active or passive), acts or omissions of Releasees.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives and all Releasors and shall be deemed as a complete release, waiver, discharge and covenant not to sue for the above name Releasees. This agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California. I acknowledge that this waiver was expressly negotiated and is a material inducement for the permission granted by the Releasees to be on the premises and to participate, work, volunteer and observe the Event and any related activities.

6. **I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is a contract. No oral representations, statements, or inducements have been made. I expressly state that I have read, understand and am familiar with all of the terms of this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT and that I sign it of my own free will. I am at least 18 years of age and fully competent. I further expressly agree that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be interpreted according to the laws of the State of California, is intended to be as broad and as inclusive as is permissible under the laws of the State of California, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.**

I have signed this waiver and agreement on the date of _____.

Signature of Releasor

Print Name
