



## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

**PLEASE READ CAREFULLY!**

### **THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS**

This Waiver, Release and Indemnification Agreement (the “Agreement”) is executed by the individual whose signature appears below (the “Participant”).

In late 2019, the novel corona virus, COVID-19, was detected and has spread mainly through person-to-person contact throughout the world. Cedar Lakes Conservation Foundation, Inc. (“CLCF”) has implemented preventative measures to reduce the spread of COVID-19 at its Somewhere in Time fundraising event on September 4, 2020 at the West Bend Country Club (the “Event”). However, CLCF cannot guarantee that its guests at the event will not be exposed to COVID-19 and the risk of contracting COVID-19 could be increased by participating in the Event.

Participant wishes to attend the Event and BY SIGNING THIS AGREEMENT, acknowledges and voluntarily assumes the risks associated with COVID-19, including that exposure may result in injury, illness or death. In consideration for CLCF inviting Participant to attend the Event, Participant agrees as follows:

- While at the Event, CLCF recommends that Participant wear a face mask and apply social distancing and hygiene best practices. If applicable laws or orders require more restrictive measures, CLCF will inform Participant and Participant agrees to comply with such measures or guidelines.
- Participant agrees that as of the time of signing this Agreement, Participant has not experienced fever, cough, difficulty breathing or other symptoms associated with COVID-19 and attests that he/she has not knowingly been exposed to anyone who has tested positive for COVID in the past fourteen days.
- Participant acknowledges that he/she understands the health risks that may arise from COVID-19, including hospitalization, medical treatment, injury, illness and death and voluntarily assumes those risks by attending the Event even if resulting from the negligence of CLCF or its employees, or agents.
- Participant, for himself or herself, and for Participant’s heirs, assigns, and estate, hereby releases, discharges, and agrees to hold harmless and to indemnify CLCF, its directors, officers, members, employees, and agents (the “Released Parties”) from any and all causes of action, claims, demands, damages, costs, expenses (including attorney’s fees and court costs) and compensation for personal injury (including death) and/or property damage (even if resulting from the negligence of CLCF or its directors, officers, members, employees or agents) related to COVID-19 or any other virus or communicable disease, arising from, or in connection with attending the Event. The foregoing release does not release CLCF from a liability or claim for harm caused by the intentional or reckless acts of CLCF.
- Participant acknowledges that CLCF will not monitor the Event for compliance with the terms of this Agreement, and that it is Participant’s responsibility to comply with this Agreement.
- Participant agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Participant confirms that he/she has had sufficient time to read and understand this entire document, and if he/she chooses to do so, consult with legal counsel prior to signing. By signing the Agreement, Participant agrees that if he/she is exposed or infected by COVID-19 during the Event, the Participant may be found by a court of law to have waived his/her right to maintain a lawsuit against CLCF and the Released Parties on the basis of any claim for negligence. Participant understands that CLCF will not allow Participant to attend the Event if the Participant chooses not to sign this Agreement, and agrees the opportunity to attend the Event in return for the execution of this Agreement is adequate consideration for this Agreement and a reasonable bargain.

\_\_\_\_\_  
Name of Participant (print) \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature of Participant