

WAIVER

Assumption of Risk and Waiver of Liability Regarding Coronavirus / COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and has been the subject of national, state, and local public health and emergency orders. COVID-19 is extremely contagious and is believed to spread mainly from close proximity to infected persons and contact with contaminated objects and surfaces. It is also known that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge. COVID-19 infection is widely known to result in illness, personal injury, disability, up to and including death.

NAIOP Silicon Valley ("NAIOP") has put in place certain preventative measures recommended by the State of California, the CDC, and guidance provided by the Cinnabar Hills Golf Club ("Venue") to help reduce the spread of COVID-19 while you are participating in the golf outing; however, due to the highly contagious nature of COVID-19, the potential for transmission by asymptomatic individuals, and the close proximity in which individuals must participate, NAIOP cannot guarantee that you, your child(ren), your partner or spouse, or other individuals with whom you come into contact will not be exposed to, or become infected by, COVID-19 as a result of your participation.

THEREFORE, in consideration of being permitted to participate in the ACTIVITY (as listed below), I the undersigned PARTICIPANT understand, acknowledge and agree to the following:

- I have independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and have determined to participate in the ACTIVITY.
- Fully understanding these risks, I, for myself, my child(ren), my spouse, my legal representatives, heirs, and assigns, hereby agree to assume all responsibility and liability for the risk of, and losses or damages resulting from, bodily injury, illness, permanent disability and/or death, or any other symptoms which may result from exposure to or infection with COVID19 before, during, or after participating in the ACTIVITY.

I, for myself, my child(ren), my spouse, my legal representatives, heirs and assigns, hereby waive, release, and discharge NAIOP, its officials, employees, volunteers, attorneys, and agents from any and all liability to me, my child(ren), my spouse, my legal representatives, heirs, and assigns, for any and all losses or damages resulting from bodily injury, illness, permanent disability, and/or death, whether caused by negligence of NAIOP or its officials, employees, volunteers, attorneys, and agents or otherwise, which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participating in the ACTIVITY. I also acknowledge that in the event the State or local health department issues a mandatory "Stay at Home" order, or mandates the closure of certain programs and/or facilities, participant(s) will not be entitled to credit of the entry fees for the ACTIVITY from NAIOP. Refunds will NOT be issued.

By signing below, you acknowledge your understanding of, and agreement to, each of the statements contained in this document.

FULL LEGAL NAME (print): _____

DATE: _____ EMAIL: _____

SIGNATURE: _____

ACTIVITY: NAIOP Silicon Valley Members Golf Outing / October 29, 2020

Email your signed waiver to **info@naiopsv.org**. Should you have any questions, please contact us at that email address or at (669) 241-1864.