

RELEASE, WAIVER, HOLD HARMLESS, ASSUMPTION OF RISK, DEFEND AND INDEMNIFY AGREEMENT FOR INFECTIOUS DISEASES INCLUDING COVID-19 RELATED LOSS

WARNING: IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, OR DEATH (collectively "Loss") ARISING OUT OF YOUR PRESENCE AT THE FACILITY SPECIFICALLY RELATED TO COVID-19 OR ANY OF ITS MUTATIONS, FORMS, DERIVATIVES, OR OTHER INFECTIOUS DISEASES (collectively "COVID-19").

I, the undersigned, hereby enter into this Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnify Agreement for Infectious Diseases Including COVID-19 Related Loss ("Agreement") in consideration of my, and my minor child if applicable (collectively "I", "me", or "my"), ability and permission to access, utilize, occupy, visit, attend, or otherwise be present on the Kim's Canine Club also known as Dog Sports at Kim's ("DSK") property ("the Facility") during and after the COVID-19 pandemic, for any reason, whether or not related to Canine or Canine Activities. **1. Risk of Loss/Protective Measures/No Guarantee:** By signing this Agreement, I hereby acknowledge that I have familiarized myself with the risk of Loss being present at the Facility for any reason whatsoever and the protective measures at the Facility intended to minimize my risk of exposure to COVID-19. I agree the protective measures are satisfactory and sufficient for me to accept and assume the risk of my COVID-19 exposure resulting from accessing, utilizing, occupying, visiting, attending, or otherwise being at the Facility occupied by other individuals; however, I understand and agree that Released Parties cannot guarantee: (a) the protective measures can or will prevent my exposure to COVID-19; (b) will be complied with by all individuals at the Facility; or (c) that others will not act in a negligent manner that may contribute to my Loss or contraction of COVID-19. I agree to fully comply with all protective measures required by the Facility as they now exist or may be revised from time-to-time. I accept full responsibility for my own safety and the sanitization of myself and my personal property and/or other personal property I contact at the Facility. If I am a parent or legal guardian of a minor individual at the Facility, I consent to the minor's presence at the Facility and agree to remain responsible for the minor's Loss and minor's compliance with all required protective measures.

2. Medical Attention/Disclosure: I understand and agree that engaging in Canine activities or merely being at the Facility exposes me to inherent risks of personal injury that may require medical attention including, but not limited to, first aid and/or emergency medical care. I therefore consent to personal contact by Released Parties and/or medical personnel deemed necessary for providing for my care at the Facility and/or the hospital for my safety and the safety of others. I agree to hold Released Parties harmless for such medical attention and any Loss directly or indirectly resulting therefrom even at the risk of my COVID-19 exposure. I agree that in the event I am diagnosed as infected with COVID-19, I authorize medical personnel to provide MH information regarding my Loss and treatment.

3. Release/Hold Harmless/Defend/Indemnify: I agree to release, hold harmless, defend, and indemnify Kim's Canine Club also known as Dog Sports at Kim's, Kim Berkley, and their respective heirs, beneficiaries, agents, successors, assigns, instructors, trainers, employees, volunteers, independent contractors, working students, assistants, sponsors, guests, visitors, members, managers, officers, directors, owners, related entities, and others acting on their behalf (collectively "Released Parties") from and against any liability, attorneys' fees, costs, or other Loss I may incur arising out of or in any way connected with my exposure to or contraction of COVID-19 as a direct or indirect result of my presence at the Facility whether caused by my negligence or the negligence or other wrongdoing of Released Parties (other than willful and wanton or intentional misconduct).

4. Bound Parties/Governing Law/Jury/No Expiration/Time Limitations/Severability/Modification: I understand and agree the terms of this Agreement are binding on my spouse, partner, family members, minor child, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns and I agree to all the terms and conditions of this Agreement on my own behalf and on behalf of my minor for purposes of permitting our presence at the Facility. In the event of a claim or dispute arising out of or relating to the interpretation or enforcement of this Agreement, I agree Illinois law applies, that all disputes surviving this Agreement must be resolved exclusively by the state court in St. Clair County, and I waive my right to a jury trial. I agree that this Agreement does not expire and that any surviving claims must be brought within one (1) year of the date accrued. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and Kim Berkley/DSK.

WARNING

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION CONTAINED THEREIN. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS, UNDERSTAND AND AGREE THAT I HAVE OTHER FACILITIES TO CHOOSE FROM, AND AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT, APART FROM WHAT IS STATED IN THIS AGREEMENT, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE.

Date: _____ Printed Name: _____

Signature: (on my own behalf and on behalf of minor,IF applicable): _____

Address: _____

Phone: E-mail: _____

Emergency Contact (name and phone#): _____