

Your attendance at the Desert Bar Association's ("DBA") Tai Chi event on October 27, 2021 at the IW Club constitutes an agreement by you to the following:

- You recognize that an inherent risk of exposure to COVID-19 exists in any place where people are present, and that COVID-19 is an extremely contagious disease that may cause severe illness and/or death. You recognize that DBA has taken preventative measures to reduce the spread of COVID-19 by holding an outside event and requesting that you practice social distancing and wear a mask.
- You acknowledge that your participation in the event is voluntary, and you assume all risks and responsibility associated with attending the event, including the risk of contracting COVID-19. You have chosen to participate and do so voluntarily and of your own free will.
- You will follow applicable national and local government guidance and all posted instructions related to COVID-19 precautions (including, but not limited to, mask-wearing, handwashing, and social distancing) at the premises for the entire duration of the event.
- By attending the event you affirmatively represent that in the 14 days leading up to the event, you have not: experienced any symptoms associated with COVID-19 (including but not limited to cough, fever, and shortness of breath); been in close contact with a confirmed case of COVID-19, and you have not recently been diagnosed with COVID-19. If any of the foregoing are true, you agree that you will not attend the event.
- As a condition of your participation in the event, you expressly waive any rights against the DBA and release and hold harmless the DBA and any of its officers, directors, contractors, agents, volunteers, subsidiaries, and sponsors (collectively the "releasees") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind of nature under any theory of law or equity, which may arise during or as a result of your presence at the premises and/or attendance at the event(s), including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19. You agree to defend, indemnify, and hold the DBA harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of any kind, including attorney's fees and other fees and/or costs associated with enforcing any right to indemnification pursuant hereto, arising out of or relating in any way from any claim by any person or entity related to the event and/or your presence on the premises with respect to the event.
- You also understand and agree that the DBA does not assume any responsibility or obligation to provide financial or other assistance, including but not limited to medical, health, or disability assistance in the event of injury or illness in any way connected to the event.