

# ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

This Release, Liability Waiver and Indemnification Agreement (“Release”) is between 1849 P.C.H., Inc. (“Company”) and the undersigned below (“Releasor”). The novel coronavirus and the disease it causes known as COVID-19 (collectively, “COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Company is committed to providing a safe experience for the Emerald Ball Dancesport Championships (“Competition”). Although the Company is taking and has taken preventive measures to reduce the spread of COVID-19, risk cannot be eliminated and the Company cannot guarantee that the Releasor will not become infected with COVID-19. Releasor acknowledges that Releasor has a responsibility to take their own steps to promote safety in the Competition in a safe manner.

**1. Release from Liability.** Releasor, on Releasor’s own behalf and on behalf of Releasor’s heirs, assigns, successors, executors, and administrators (collectively, the “Releasing Parties”), hereby fully releases, indemnifies and holds Company and W.D. Eng, Inc., along with their respective affiliates, predecessors, successors, parents, subsidiaries, representatives, consultants, contractors, releasors, directors, officers, clients, licensees, assigns, and/or agents, as well as any fellow competitors (collectively, the “Released Parties”) harmless, forever and unconditionally, from any claim, loss, cost, injury, or damage (including without limitation attorneys’ fees and related costs), in law or equity, known or unknown, existing or claimed to exist (each, a “Claim”) that arises out of or relates to Releasor’s exposure to or infection by by COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company’s equipment or facilities and/or using any equipment or facilities rented or leased by the Company.

**2. Acknowledgement and Assumption of Risk.** Releasor acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Releasor may be exposed to or infected by COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for and participation in the Competition or any Company-sanctioned activity, use of the Company’s equipment or facilities and/or using any equipment or facilities rented or leased by the Company and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Releasor understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of Releasor’s own acts or those

of others. Releasor assumes full responsibility for any loss, damage or personal injury, illness or disability including death, that Releasor may sustain as a result thereof, whether caused by the negligence of any of the Released Parties or otherwise, including without limitation as a result of negligent emergency operations. Releasor hereby represents and warrants that, to the best of Releasor’s actual or constructive knowledge, there is no reason, medical or otherwise, that would make any such participation or use unusually hazardous for Releasor personally. Releasor voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any personal or economic claim, liability or loss of any kind to Releasor (including, but not limited to, loss, damage, personal injury, illness or disability including death) that Releasor may experience or incur in connection with Releasor’s relationship with Company (collectively, “Claims”). Releasor hereby releases, discharges, and hold harmless the Released Parties of and from the Claims, including all liabilities, claims actions, damages, costs or expenses of any kind arising out of or relating thereto. Releasor understands and agrees that this Release includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 infection occurs before, during, or after Releasor’s participation in the Competition.

**3. Medical Consent/Treatment.** Releasor hereby consents to be tested for COVID-19 at any time throughout the Competition (including pre- and post-). In the event of an emergency, Releasor hereby authorizes Company to secure from any licensed hospital, physician, or licensed medical personnel any treatment deemed reasonable and necessary for Releasor’s immediate care. Releasor agrees that Releasor will be responsible for payment of any and all medical services rendered.

**4. Covenant Not to Sue.** Releasor agrees, on behalf of Releasor and all the Releasing Parties, not to sue the Released Parties or initiate or assist in the prosecution of any Claim for damages or cause of action against the Released Parties which Releasor or the Releasing Parties may have as a result of any personal injury, death or damage the Releasor may sustain due to COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company’s equipment or facilities and/or using any equipment or facilities rented or leased by the Company.

**5. Indemnification.** Releasor hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage due to COVID-19 sustained by reason of or arising out of and/or related to the Competition, including but not limited to travel to/from the venue,

accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company’s equipment or facilities and/or using any equipment or facilities rented or leased by the Company

**6. Binding Effect.** It is Releasor’s express intent that this Release bind Releasor’s family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on Releasor’s behalf to the extent that any such individual is actually acting on the Releasor’s behalf. This Release is deemed as a release, waiver, discharge and covenant not to sue the Released Parties.

**7. Governing Law and Venue.** Releasor covenants and agrees that this Release shall be construed in accordance with the laws of the State of Texas and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in the Federal or State courts located within Dallas County, Texas.

**8. Severability.** Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining portions hereof and/or this Release as a whole to the full extent authorized by law.

**9. Waiver.** No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Release shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Release thereafter.

**10. Releasor Acknowledgement.** Releasor acknowledges and agrees that the Releasor has read and fully understands this Release and understands that the Releasor has given up substantial rights by signing it. Releasor acknowledges and agrees that Releasor has been advised by Company to consult with their own attorneys concerning the terms hereof. Releasor certifies that Releasor has reached the age of majority, has signed under Releasor’s own free will, and is not suffering under any legal duress (including without limitation undue influence or coercion to sign) or other disabilities. Releasor understands that this signed release will be retained in his Releasor personnel file by Company.

**11. Entire Agreement; Modification.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Release shall be valid unless in writing and signed by authorized representatives of the parties. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

By executing where indicated below, Releasor hereby accepts the terms hereof in their entirety as of the date set forth below.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_