

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. Acknowledgement and Assumption of Risk. I, the undersigned _____, as a participant in the forthcoming physical activity _____ (hereinafter the "Activity") organized by White Wolf Private Tours. (hereinafter "White Wolf"), hereby acknowledge and agree to the following:

- (a) I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
- (b) I further acknowledge that White Wolf has put in place preventative measures to reduce the spread of COVID-19.
- (c) I further acknowledge that White Wolf cannot guarantee that I will not become infected with COVID-19 while participating in the Activity. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, White Wolf staff, and other White Wolf clients.
- (d) Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activity.
- (e) I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from me participating in the Activity and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE White Wolf, its owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result me participating in the Activity.
- (f) I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

2. Attestation. I attest that:

- (a) I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- (b) I have not traveled internationally within the last 14 days.
- (c) I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- (d) I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- (e) I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
- (f) I am following all CDC recommended guidelines as much as possible and limiting my exposure to COVID-19.

3. Hold Harmless. I hereby release and agree to hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. I understand that this release discharges White Wolf from



any liability or claim that I, my heirs, or any personal representatives may have against White Wolf with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from White Wolf. This liability waiver and release extends to White Wolf together with all its owners, partners, and employees.

4. Binding Agreement. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California without regard to its principles of conflict or choice of law.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement under on this _____ day of _____, 2020.

SIGNATURE: _____

PRINT NAME: _____

