

WAIVER & RELEASE OF LIABILITY & ASSUMPTION OF RISK
(“Agreement” and/or “Release”)

I, _____ (referred to as “I” or “me”), in consideration for permission by the Chinese Community Center (“CCC”) to participate in any or all programs or activities, use of CCC facilities or equipment (“Activity”) offered by or available at CCC agree and consent to the following:

VOLUNTARY PARTICIPATION: I am voluntarily participating in the Activity. I recognize that the Activity requires physical exertion that may be strenuous at times and may cause serious illness, physical injury, disability, death and/or property damage and I am fully aware of the risks and hazards involved. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Activity. I represent and warrant that I have **no** medical condition, including any Disease (as defined below) or any symptom of COVID-19 (as defined below) that would prevent my participation in the Activity or put others at risk of physical or other types of injury or harm, including contracting a Disease (as defined below).

I agree to abide by the policies, rules and regulations of CCC established from time to time. I also agree to conduct myself appropriately, and consistent with those policies, rules, and regulations. This includes, without limitation, not damaging or destroying property and refraining from physical and verbal abuse of any person.

RISK OF INFECTIOUS DISEASE: I am also aware of the contagious nature of fungal, bacterial and viral diseases (“**Infectious Disease**”), including, but not limited to, the 2019 novel coronavirus disease (“**COVID-19**”) (collectively with Infectious Disease, the “**Disease**”) and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of CCC employees or others, including negligent emergency response or other operations of CCC. I understand that while CCC has implemented measures to reduce the risk of injury from the Activity and the spread of Disease, CCC cannot guarantee that I will not be injured or become infected with Disease or other infectious diseases due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting Disease.

I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of Disease (such as cough, shortness of breath, or fever or other symptoms), do not have a confirmed or suspected case of Disease, and have not come in contact with a person who has been confirmed to have or suspected of having Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and Disease while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of CCC at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of Disease, I will immediately discontinue further participation in the Activity.

ASSUMPTION OF RISK: I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE, KNOWN OR UNKNOWN, ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF CCC OR OTHERWISE. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death or contracting Disease.

WAIVER OF LIABILITY AND INDEMNITY AND RELEASE: I KNOWINGLY, VOLUNTARILY AND EXPRESSLY WAIVE ANY CLAIM I MAY HAVE AGAINST CCC FOR ANY AND ALL INJURY (INJURIES) OR DAMAGES THAT I MAY SUSTAIN AS A RESULT OF PARTICIPATING IN THE ACTIVITY. I, MY HEIRS OR REPRESENTATIVES FOREVER RELEASE WAIVE, DISCHARGE AND COVENANT NOT TO SUE CCC FOR ANY INJURY OR DEATH CAUSED BY THEIR OR ANY OTHER RELEASEES' NEGLIGENCE OR OTHER ACTS. I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CCC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES AND INSURERS (COLLECTIVELY, THE "RELEASEES") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY/AWARDED AGAINST CCC OR ANY OTHER RELEASEES IN A JUDGMENT ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE NEGLIGENCE OF CCC OR ANY OTHER RELEASEE.

CONSENT TO MEDICAL TREATMENT: I hereby consent to receive medical treatment deemed necessary in CCC's sole discretion if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. **I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS CCC AND ANY OTHER RELEASEE FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES.**

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement of CCC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the

benefit of CCC, any Releasee, me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Harris County, Texas and I hereby consent to the exclusive jurisdiction of such courts. This Agreement is effective as of the date executed below.

PARTICIPANT NAME: _____

BY: _____
(Signature)

_____ Self or _____ Parent or Guardian (consenting on behalf of the individual named above)

Printed Name of Signatory: _____

DATE: _____