

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (the "**Participant**") desires to enter the premises owned, used and/or operated by CENTRAL OKLAHOMA HOMESCHOOL CHOIRS (the "**Company**"), located at 1300 East 33rd, Edmond, Oklahoma (the "**Premises**"), for the purpose of participating in homeschooling or any activities related thereto, including, without limitation, group activities, recreation, classes, social gatherings, etc., offered by CENTRAL OKLAHOMA HOMESCHOOL CHOIRS (collectively, "**Activity**"). As lawful consideration for being permitted by CENTRAL OKLAHOMA HOMESCHOOL CHOIRS to be on the Premises or engage in any Activity, the Participant hereby agrees to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. The 2019 novel coronavirus disease (COVID-19) (the "**Disease**") has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious. The state of medical knowledge is ever-evolving, but the Disease is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the Disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for the Disease. Evidence has shown that the Disease can cause serious and potentially life-threatening illness, and even death. The Participant is aware of the highly contagious nature of bacterial and viral diseases, including, without limitation, the Disease, and the risk that the Participant may be exposed to or contract the Disease or another disease or illness (each, an "**Illness**"), by being on the Premises or engaging in any Activity. The Participant understands and acknowledges that such exposure or infection from the Disease or other Illness may result in serious illness, personal injury, permanent disability, death or property damage. The Participant acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the Company or other employees, contractors, representatives, consultants or agents. The Participant understands that while the Company may have implemented preventative measures to reduce the spread of the Disease and other Illnesses, the Company cannot guarantee that the Participant will not become infected with the Disease or any other Illness while on the Premises or participating in any Activity, and that being on the Premises or participating in any Activity may increase the Participant's risk of contracting the Disease or another Illness. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE AND OTHER ILLNESSES, THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE IS VOLUNTARILY ENTERING THE PREMISES OR ENGAGING IN ANY ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. THE PARTICIPANT HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE OR ANY OTHER ILLNESS, ARISING FROM BEING ON THE PREMISES OR ENGAGING IN ANY ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, OR OTHERWISE.

2. The Participant hereby expressly waives and releases any and all claims, now known or hereafter known, against the Company, and any related officers, directors, employees, agents, affiliates, contractors, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death or property damage arising out of or attributable to the Participant's presence on the Premises or engaging in any Activity and being exposed to or contracting the Disease or any other Illness, whether arising out of the negligence of the Company or any Releasees or otherwise. The Participant covenants not to make or bring any such claim against the Company or any other Releasee, and forever releases and discharges the Company and all other Releasees from liability under such claims.

3. The Participant will comply with all instructions, orders, directives and guidelines of the Company while on the Premises or while participating in any Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. The Participant also agrees not to enter the Premises or participate in any Activity if the Participant is experiencing symptoms of the Disease or another Illness (such as

cough, fever, fatigue, aches, loss of taste or smell, sore throat, shortness of breath, vomiting or diarrhea), has a confirmed or suspected case of the Disease or another illness, or has come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having the Disease or any other illness.

4. The Participant shall defend, indemnify, and hold harmless the Company and all other 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, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees, arising out or resulting from any claim of a third party related to the Disease due to the Participant engaging in any Activity or being on the Premises.

5. The Participant acknowledges that this Agreement is binding and has been freely and voluntarily entered into without any inducement, assurance or guarantee. Further, it is the Participant's intent that this instrument act as a complete and unconditional release of all liability to the greatest extent allowed by law.

6. This Agreement constitutes the sole and entire agreement among the Company and the Participant 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 insure to the benefit of the parties and their 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 Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND ALL OF THE RELEASEES.

Print Participant Name

Age

I am the parent or legal guardian of the above-named Participant and am signing this Agreement on behalf of the Participant, who is a minor child. I have read this Agreement, am familiar with its terms and legal consequences, and fully understand that by my signature below I have given up substantial rights. I acknowledge that this Agreement is binding, and it has been freely and voluntarily entered into by me without any inducement, assurance or guarantee. Further, it is my intent that this instrument act as a complete and unconditional release of all liability to the greatest extent allowed by law, and I agree to hold harmless and indemnify the Company and each of the Releasees from all liability for any and all costs, expenses, fees, losses and damages incurred by the Participant arising out of participation in any Activity or being on the Premises.

Print Parent or Legal Guardian Name

Date

Parent or Legal Guardian Signature

Relationship to Participant