

Assumption of Risk, Waiver of Liability and Indemnification Agreement Relating to Coronavirus/COVID-19

Gem & Colony Events, LLC (the "Company") has put in place preventative measures to reduce the spread of COVID-19; however, **the Company cannot guarantee that you will not become infected with COVID-19 while attending an event at a Company venue.** Further, attendance at a Company venue could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING — INITIAL EACH PARAGRAPH

_____ INITIALS By signing this agreement, I **acknowledge the contagious nature of COVID-19 and understand that attendance at this event includes possible exposure to, and illness from, including, but not limited to, COVID-19. While particular rules and personal discipline may reduce this risk, I knowingly and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending this event; and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.** I understand that the risk of becoming exposed to or infected by COVID-19 at a Company venue may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Releasees event hosts, and attendees. I assume all risk of attending this event.

_____ INITIALS I willingly agree to comply with the stated and customary terms and conditions for attendance at this event with regard to protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Company employee. In the event I test positive for COVID-19 within 2 weeks of the event, I agree to notify the Company within 24 hours of receiving the positive diagnosis so that the Company can conduct contact tracing. The Company will keep my identifying information private in doing so; and,

_____ INITIALS I **voluntarily agree to assume all of the above risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claims, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a Company venue.** I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, and agree to defend, indemnify, covenant not to sue, discharge, and hold harmless the Company, its owners, officers, employees, agents, representatives, insurers, contractors, and lessors of the property ("Releasees") of and from any and all claims, lawsuits, or liability whatsoever WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Releasees, whether a COVID-19 infection occurs before, during, or after my presence at a Company venue.

_____ INITIALS If I violate the terms of this Agreement and sue any party otherwise released under this Agreement, that party shall be entitled to recover from me his/her/its expenses, including attorney fees.

_____ INITIALS This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan. Any litigation involving the parties to this Agreement shall be brought within in the County of Wayne, State of Michigan. This Agreement shall be binding upon me, my heirs, next of kin, executors, administrators, assigns, representatives, and all other parties seeking to claim under or through me, in the event of my death or incapacity.

_____ INITIALS **By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on the basis of any claim for negligence.**

_____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.

_____ INITIALS *I agree that I will practice social distancing and hygiene and abide by the stated and customary rules of the Company. I understand that I may not be permitted to attend this event or may be asked to leave if I violate any rules, as determined by the Company.*

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of attendee: _____ Attendee signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF EVENT)

I, as parent/guardian, with legal responsibility for this attendee, certify that I have read and explained the terms in this waiver/release to my child/ward including the risks of attendance and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself and child/ward consent and agree to his/her release provided above for all the Releasees.

Name of parent/guardian: _____ Parent guardian/signature: _____ Date signed: _____