

**CALLEVA CORONAVIRUS / COVID-19
LIABILITY WAIVER ACKNOWLEDGMENT AND RELEASE AGREEMENT**

This Liability Waiver Acknowledgement and Release Agreement (“**Agreement**”) is between Calleva Inc (“**Calleva**”), the customer of Calleva that has agreed to this Agreement (“**Participant**”), and the **Parent or Guardian of the Participant** (if the Participant is under the age of 18) and is made on the date indicated below.

The novel Coronavirus SARS-Cov-2 (“**COVID-19**”) is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Calleva programs or accessing Calleva facilities could expose the Participant to COVID-19. Calleva in no way warrants that a COVID-19 infection will not occur through participation in Calleva programs of accessing Calleva facilities.

AGREEMENT OF RELEASE AND INDEMNITY; NO LIABILITY: I (as the Participant (and their Parent or Guardian if under the age of 18) acknowledge and agree that: Calleva has made no representation or warranty regarding COVID-19; and Calleva shall not undertake responsibility, nor shall it be liable for the actions of me (the Participant) or any party regarding COVID-19. I (as the Participant or their Parent or Guardian if under the age of 18) further acknowledge and agree that Calleva and its officers, employees, staff, agents, servants, the owner of the venue of any part of the program, sponsors, or independent contractors shall not be responsible for any loss, costs, damages, consequential or punitive, or liability incurred by Participant of any nature including, but not limited to, those arising from any form of negligence, gross negligence, strict liability, reckless misconduct, intentional torts, personal injury, or criminal activity; and I (as the Participant or their Parent or Guardian if under the age of 18) waive my right to seek such legal redress for these causes of action. Participant (and their Parent or Guardian if under the age of 18) shall indemnify, defend, and hold Calleva, its officers, employees, staff, agents, the owner of the venue of Calleva’s program and events, servants, sponsors, or independent contractors harmless from and against all liability, whether intentional or otherwise, in connection with or arising from his or her participation in the program and events including, but not limited to, any claims of a breach of this Agreement.

ACKNOWLEDGEMENT OF RISKS: By participating in any Calleva’s programs or events, I (as the Participant or their Parent or Guardian) acknowledge that there is an element of risk in regarding COVID-19, and I (as the Participant or their Parent or Guardian) acknowledge and agree that there are dangers and rigors imposed by such programs and events regarding COVID-19. Knowing and understanding these risks, I (as the Participant or their Parent or Guardian) agree to fully assume all risk of illness, injury or death, and release and hold harmless Calleva, its officers, employees, agents, servants, independent contractors, vendors and suppliers from all actions, claims or demands for damages for personal injury, consequential or punitive damages, costs or expenses resulting from any issues related to COVID-19. I (as the Participant or their Parent or Guardian) understand that the Participant has the option to cease participation in any program and events if the Participant feels unsafe. The Participant further agrees to bear the expense of voluntarily withdrawing or ceasing participation in any program and events before it is concluded.

I (as the Participant or their Parent or Guardian) acknowledge and agree that the Participant (and their Parent or Guardian if under the age of 18) was provided with this Agreement prior to the Participant’s

attendance at any of the program or events, and that Participant (and their Parent or Guardian if under the age of 18) had the option to forgo the program and events without agreeing to the terms in this Agreement.

I (AS THE PARTICIPANT OR THEIR PARENT OR GUARDIAN) HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT CONTAINS, AMONG OTHER THINGS, A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW OF CALLEVA, ITS OFFICERS, EMPLOYEES, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS, VENDORS AND SUPPLIERS, AND CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ME AND CALLEVA. MY ELECTRONIC SIGNATURE BELOW IS OF MY OWN FREE WILL AND I (AS THE PARTICIPANT OR THEIR PARENT OR GUARDIAN) AGREE TO ALL STATED CONDITIONS, RELEASES AND LIMITATIONS OF LIABILITY.

Participant's Acknowledgement of Agreement: _____

Print Name: _____ Date: _____

If Participant under the age of 18, for the Participant to participate in the Program, a parent or guardian must also agree to this Liability Waiver Acknowledgment acknowledging the agreements made by the Participant above and agreeing to their the Participant's participation in Calleva's programs or events under those terms and conditions.

Parent or Guardian's Acknowledgement of Agreement: _____

Print name: _____ Date: _____