

VOLUNTEER ASSUMPTION OF RISK AND RELEASE OF LIABILITY – COVID-19 RISK INFORMED CONSENT

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact; as a result, federal and state health agencies recommend social distancing. Although SAME Café (the "Organization") has taken reasonable precautions and preventative measures as recommended by such federal and state health agencies in order to reduce the spread of COVID-19, it cannot guarantee that you will not become infected with COVID-19. Entering the Organization's place of business involves the risk of becoming infected with COVID-19 and could increase your risk of contracting COVID-19. As a result, you should not enter the Premises (as defined below) if you are sick, exhibiting symptoms of COVID-19, are a vulnerable individual as defined by applicable law, are at risk for any other reason or elect not to assume such risks.

The individual named below (referred to as "I" or "me") desires to voluntarily enter the Organization's premises (the "Premises") located at 2023 E. Colfax Avenue, Denver, Colorado 80206 and assume the risks detailed in this Release. I agree to all the terms and conditions set forth in this release of liability (this "Release").

I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will cancel my shift before arriving at the Organization. I am aware that I must follow the safety and hygiene protocols that have been implemented by the Organization and that are posted onsite for my review. I attest that:

- I have not traveled internationally in the past 14 days.
- I have not traveled to a highly impacted area within the United States in the past 14 days.
- I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
- I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.
- I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus.

I understand that possible exposure to COVID-19 before, during, or after my entry onto the Premises may result in the following: a positive COVID-19 diagnosis, extended quarantine or self-isolation requirements, additional testing or medical services, intensive care treatment, possible need for intubation/ventilator support, the risk of death and other complications and risks many of which are not currently known at this time.

I ACKNOWLEDGE THAT I AM CHOOSING TO VOLUNTARILY ENTER THE PREMISES AND AM NOT REQUIRED TO DO SO BY ANY OTHER PARTY AND UNDERSTAND THAT BY ENTERING THE PREMISES, I AM KNOWINGLY RISKING POSSIBLE EXPOSURE TO BACTERIA, VIRUSES, DISEASES, AND OTHER CONTAGION ASSOCIATED WITH COVID-19, AND OTHER INDIVIDUALS WHO MAY HAVE COVID-19, THAT MAY BE CARRIED TO THE INDIVIDUALS I LIVE WITH AND OTHER INDIVIDUALS WITH WHOM I INTERACT DURING THIS TIME. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY THE NEGLIGENT BEHAVIOR OF OTHER PATRONS OF THE COMPANY, OR BEHAVIOR ON THE PREMISES. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ITS PATRONS, OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Organization, and its officers, directors, employees, agents, affiliates, shareholders, customers, clients, suppliers, vendors, members, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my presence on the Premises, whether arising out of the negligence of the Organization or any Releasees or otherwise. I covenant not to make or bring any such claim against the Organization or any other Releasee, and forever release and discharge the Organization and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Organization 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 attorneys' fees, fees and costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my presence on the Premises.

If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Organization and me and their respective successors and assigns.

BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY ENTERING ONTO THE COMPANY'S PREMISES OF MY OWN ACCORD AND AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

By: _____

Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

By: _____

Name: _____

Address: _____

Date: _____