COVID-19 Guidelines Waiver: Release Form
RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS

Recitals
The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, resulting in a State of Emergency in California. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Filipino Bar Association of Northern California (“FBANC”) is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated, and FBANC cannot guarantee that you will not become infected with COVID-19. Further, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public spaces, and/or engaging in activities, gatherings, or events with or within proximity of others could increase your risk of contracting COVID-19. Consequently, for the safety of our members and guests, FBANC requires all persons participating in activities and events during this pandemic to acknowledge an assumption of the risk, waive (i.e., release) liability, and agree to abide by our COVID-19 protocols, as follows:

Agreement
1. I request to participate in events or activities hosted by FBANC.

2. I acknowledge that I have been fully vaccinated against COVID-19 (i.e., more than two weeks have passed since my (i) 2 shots of the Pfizer/Moderna vaccine; (ii) 1 shot of the Johnson & Johnson vaccine; or (iii) such shots required of vaccines finalized under the World Health Organization Emergency Use Listing Procedure (“WHO EUL/PQ”)). Alternatively, I will take a COVID-19 test within 72 hours prior to attending such events or activities hosted by FBANC, and will provide a negative test result at info@fbanc.org before attending.

3. Assumption of Risk. By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in these events or activities, 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 by participating in events or activities hosted by FBANC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other members, board members, guests, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm,

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1 See https://extranet.who.int/pqweb/sites/default/files/documents/Status_COVID_VAX_19August2021.pdf (last updated August 19, 2021) or https://www.who.int/teams/regulation-prequalification/eul/covid-19 for the most recent list under the WHO EUL/PQ.
loss, or injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with the events or activities hosted by FBANC ("Claims").

4. **Waiver of Liability.** In consideration for FBANC allowing me to participate in FBANC-hosted events, I hereby release, covenant not to sue, discharge, and hold harmless FBANC, and any members, board members, volunteers, and/or representatives thereof ("Releasees"), of and from the Claims, 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 FBANC, its members, board members, guests, volunteers, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the FBANC hosted events or activities.

5. **Agreement to Abide by COVID-19 Protocols.** I agree that I will not attend or participate in any FBANC-hosted event if I am feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, fatigue, difficulty breathing or shortness of breath, chest pain, and/or loss of smell or taste. I understand and acknowledge that I may be denied the ability to attend and participate in any FBANC-hosted event if the FBANC board members or other FBANC representative determines that I am showing any such symptoms. I agree to abide by all COVID-19 orders and guidelines (including, without limitation, those issued by the Centers for Disease Control and Prevention ("CDC"), Governor, and/or State or County Public Health Officer), and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include social distancing, wearing a mask, and hand sanitization requirements for myself, among other requirements. I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, washing my hands frequently, and avoiding touching my eyes, nose, and mouth. I agree to notify the FBANC President and/or FBANC Secretary should I test positive for COVID-19 such that contact tracing can be conducted. I understand that individuals who were in attendance at the events I participated in will be notified of the potential exposure; however, unless specifically authorized by me, my name and any other personal identifying information will not be disclosed. I understand and acknowledge that my failure to abide by this agreement may result in me being unable to participate in FBANC-hosted events or activities.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated: __________

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Participant's Signature

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Participant's Name (Print)