

## Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

For and in consideration of the Participant being permitted to participate with CADCA and its related activities (“Activities”), and by signing this Waiver of Liability, Release, Assumption of Risk, and Indemnity Agreement (“Agreement”), Participant acknowledges and agrees as follows:

### Assumption of Risk

**Scientific evidence has shown that communicable, contagious and/or infectious diseases, including but not limited to MRSA, influenza, COVID-19, severe acute respiratory syndrome coronavirus 2, and/or any mutation or variation thereof (“Disease”) is extremely contagious and may cause serious and potentially life-threatening illness and even death.** Disease can be spread by exposure to people or otherwise. It is not possible to prevent against the presence of Disease. Therefore, if you choose to participate in CADCA Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading Disease.

By signing this Agreement, I acknowledge I have read and understood the above warning about Disease. I acknowledge the contagious nature of Disease and voluntarily assume the risk that I may be exposed to or infected by Disease by participating in the CADCA Activities and that such exposure or infection may result in death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition, whether now known or unknown. I understand that the risk of becoming exposed to or infected by Disease by participating in Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CADCA and its employees, officers, volunteers, agents, affiliates, partners, event hosts, owners and operators of the premises used to conduct Activities and each of them, their affiliates, partners, agents, and employees (collectively, the “Releasees”), other participants, and members of the general public. The CADCA Activities are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading Disease in order to participate in the CADCA Activities.

### Waiver of Liability/Lawsuit

I further acknowledge that there may be risks and dangers not known to me or CADCA or not reasonably foreseeable at this time. I acknowledge that there are risks and uncertainties inherent in participating in CADCA Activities, including but not limited to illness, death and/or and damage to person or property due to the negligent acts or omissions of CADCA and/or others. These risks may be caused by my negligence or the negligence or inaction of others, including the “Releasees” (defined below). I acknowledge, understand, and agree that all the risks and dangers described throughout this Agreement, including those caused by my own negligence and/or others, are included within the waiver and release. I acknowledge, understand and assume the risks, if any, arising from the conditions and use of any locations for the Activities and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this Agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, if any, of Releasees.

On behalf of myself, my dependents, heirs, executors, administrators and assigns, I waive, release and relinquish, discharge and covenant not to sue the Releasees and each of them from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the Activities, arising out of participation in Activities, whenever or however they occur and for such period said Activities may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of Releasees or third parties, including but not limited to in any way related to Disease and whether an

infection of any Disease occurs before, during, or after participation in the Activities. I agree that if I am exposed or infected by Disease during my participation in Activities or any travel related thereto, then I may be found by a court of law to have waived my right to maintain a lawsuit against CADCA and the Releasees on the basis of any claim for negligence. I hereby agree to INDEMNIFY and SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost (including their attorneys' fees and costs) that they may incur arising out of or related in any manner to my attendance at or participation in Activities.

I further understand that CADCA does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of CADCA in the event of injury, illness, or medical expenses incurred by me.

In the event that I file a lawsuit against CADCA, I agree to do so solely in the State of Tennessee, and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within the State of Tennessee. Notwithstanding any other term of this Agreement, in no event shall any liability of the Releasees exceed the amount actually paid for the Activities or One Hundred Dollars (\$100), whichever is greater.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I acknowledge that I have not relied upon any representations of CADCA and understand these waivers and releases are necessary to allow CADCA to offer Activities to me.

**I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms. I understand I have given up substantial rights by acknowledging it and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.**