

Mount Tam Members Only Star Party

**WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY
AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT**

THIS AGREEMENT (hereinafter, “Agreement”) **MUST BE CAREFULLY READ AND SIGNED** AS A CONDITION TO AND IN CONSIDERATION OF my ability to participate and attend or be present at the _____ events (hereinafter, the “Events”) (and hereinafter, collectively, the “Activities”). I UNDERSTAND THAT I AM NOT OBLIGATED TO PARTICIPATE IN THE EVENTS OR ACTIVITIES. I ALSO UNDERSTAND THAT BY SIGNING THIS AGREEMENT AND PARTICIPATING IN THE EVENTS OR ACTIVITIES THAT I AM AGREEING TO WAIVE CERTAIN RIGHTS.

AFTER HAVING FULLY READ THIS AGREEMENT, I, on behalf of myself, my personal representative, heirs, and next of kin (hereinafter collectively, the “UNDERSIGNED”) hereby:

- 1. EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious. Based on currently available information and clinical expertise, older adults and people of any age who have certain underlying medical conditions have a higher risk for severe illness from COVID-19. There have been preventative measures put in place to reduce the spread of COVID-19; however, RELEASEES (defined below) CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, if the UNDERSIGNED becomes infected with COVID-19, the UNDERSIGNED may expose others to the risk of infection. The Activities could increase UNDERSIGNED’s and other’s risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH TO THE UNDERSIGNED OR OTHERS. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED’s participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED EXPRESSLY AGREES, COVENANTS, AND PROMISES TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DISEASE, OR DAMAGE TO MYSELF, TO OTHERS OR TO PERSONAL PROPERTY OF MINE OR OTHERS ARISING FROM MY PARTICIPATION IN THE ACTIVITIES OR EVENT or my presence at Rock Springs parking lot, Mount Tamalpais State Park, with the San Francisco Amateur Astronomers. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- 2. WAIVER AND RELEASE:** UNDERSIGNED hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES**, the San Francisco Amateur Astronomers, aka the SFAA, and, with respect to all of the foregoing persons, each of their members, officers, directors, insurers, and all other persons or entities participating or involved in the Events (hereinafter collectively, the “RELEASEES”), from any and all actions, causes of action, claims, suits, debts, dues, sums of

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED or others arising out of or related to any of the Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.

3. **INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim, (ii) the UNDERSIGNED's Activities, or (iii) the UNDERSIGNED transmitting or exposing COVID-19 to others; and in each of (i), (ii) and (iii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.

4. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that **COVID-19 is extremely contagious**. UNDERSIGNED has taken it upon himself or herself to be fully informed of the **numerous risks and potential dangers associated with COVID-19**, including **SUFFERING SEVERE PERSONAL INJURY OR DEATH AND EXPOSING OTHERS TO COVID-19**. UNDERSIGNED acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED**. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19 or otherwise. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.

5. UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols to protect the health of the UNDERSIGNED; (2) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (3) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and

Mount Tam Members Only Star Party

**WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY
AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT**

warrants that he or she will not participate in any Activity if he or she (or any member of such person's household) (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

7. UNDERSIGNED hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ ALL OF THE CONTENTS OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement. This Agreement shall be governed by the laws of CALIFORNIA except with respect to its conflict of laws principles. This Agreement is in addition to, and not a substitution for any other waiver, release, assumption of risk, or similar agreement executed by the UNDERSIGNED which covers the Event or Activities.

NAME of Lead Host (PRINT) : _____

DATE of STAR PARTY : _____

SIGNATURE : _____

***names, signatures, contact info of those members in attendance are on following page(s)*