

LAPORTE COUNTY ASSOCIATION OF REALTORS
DESERVING CHILDREN'S CHARITY SHOPPING TOUR

~ Release of Liability, Waiver, Indemnification, and Consent Form ~

In exchange for _____ being allowed to participate in the LaPorte County Association of REALTORS' (the "Association") Deserving Children's Charity Shopping Tour (the "Event"), the undersigned, individually, or if not yet 18 years of age by and through the minor child's parent(s) or legal guardian(s), (individually and collectively referred to below in the first person singular as appropriate), specifically agrees to and shall be bound by the following provisions:

1. Voluntary Participation. I understand and confirm that my participation in the Event as a participant or volunteer in connection with the Event is voluntary.

2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in the Event. I understand that my participation in the Event as a participant or volunteer in connection with the Event may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death and may include the risk of exposure to COVID-19 (novel coronavirus). There also may be other risks not known to the Association and not reasonably foreseeable at this time. I further understand that the host premises, facilities, equipment, and vehicles used in connection with the Event are not owned, maintained, or controlled by the Association, but rather by other individuals and/or entities. I understand that this Release of Liability, Waiver, Indemnification, and Consent Form is intended to address all of the risks of any kind or nature associated with my participation as a participant or volunteer in any aspect of the Event, including, but not limited to, particularly, such risks created by actions, inactions, or negligence on the part of the Association or its members, directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the "Representatives"), including, but not limited to, risks created by the following: (a) the risk of exposure to COVID-19 (novel coronavirus); (b) my physical, emotional, and/or psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations, and/or discomfort of others; (d) the use and/or condition of any host premises on which the Event occurs; (e) the use and/or condition of vehicles used for transportation purposes; (f) the lack or inadequacy of policies, rules, or regulations with respect to the Event; (g) the failure of the Association or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (h) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; and/or (i) the lack or inadequacy of supervision by the Association or its Representatives.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Event as a participant or volunteer in connection with the Event, including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus). I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Event as a participant or volunteer in connection with the Event, including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus).

4. Release and Waiver. I fully and knowingly release the Association and its Representatives from any and all liability and waive any and all claims, for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Event as a participant or volunteer in connection with the Event, even if caused in whole or in part by the negligent acts or omissions or other misconduct of the Association or any of its Representatives, including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus) (a "Claim").

5. Indemnification. I agree to indemnify and to hold harmless the Association and its Representatives and the owners of any related premises and/or vehicles from any Claim, or any expense, including reasonable attorneys'

fees for the Association's legal counsel of choice, in any way connected with a Claim, including the cost of defending any Claim released or waived by this instrument that I, or any member of my family, might make, or that might be made on my behalf or on behalf of any member of my family.

6. Binding Effect. This instrument shall be binding upon me, my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of the Association and its Representatives.

7. Consent to Medical Treatment. I authorize the Association and its Representatives, and the owner of any host premises, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Event or my service as a participant or volunteer in connection with the Event. This consent does not impose a duty upon the Association or its Representatives, or upon any host premises owner, to provide such assistance, transportation, or services.

8. Policies and Exposure Notice. I agree to abide by any policies and procedures established by the Association for participation in the Event, including policies and safety measures intended to mitigate exposure to COVID-19 (novel coronavirus). Moreover, I agree to notify the Association immediately if I learn that I have, or may have been exposed to, or diagnosed with, COVID-19 (novel coronavirus), and that I will immediately cease my participation as a participant, volunteer and/or vendor in the Event upon receiving such information.

9. Severability. If any provision or portion of any provision of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

10. Applicable Law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

This instrument is a waiver, release of liability, indemnification, verification, and consent. I have read this waiver, release of liability, indemnification, verification, and consent, and I understand that I have given up substantial rights by signing it. I am voluntarily signing this waiver, release of liability, indemnification, verification, and consent.

Date: _____, 2023.

Printed Name of Participant

Printed Name of Parent or Guardian

Signature of Parent or Guardian