



ASSUMPTION OF THE RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT RELATING TO CORONAVIRUS/COVID-19

The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 (“coronavirus”), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely dangerous, and the coronavirus is extremely contagious** and believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus. These guidelines include requiring social-distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the residents of Maui.

It is understood that CELEBRATIONS BY TORI (“CBT”) **cannot guarantee** that you or your guests will not come into contact with or become infected by the coronavirus. **Your mere physical presence at an event organized by CBT could increase your risk and your guests’ risk of becoming infected by the coronavirus and developing COVID-19.**

ASSUMPTION OF THE RISK

By signing below, I hereby acknowledge the contagious nature of COVID-19, including its known and unknown strains, and voluntarily assume the risk that I and/or my guests may be exposed to or infected by the coronavirus by attending or participating in the events and activities hosted or organized by CBT and that such exposure may result in personal injury, illness, permanent disability, or death. Notwithstanding the risk of infection, I wish to voluntarily participate in the events and activities hosted or organized by CBT.

Further, I, for myself and on behalf of my minor children, state and agree as follows:

1. The activities and events provided by CBT include, without limitation, wedding ceremonies, wedding receptions, corporate events and social events (“CBT Events”). These events and activities may involve close contact with other people. I understand that, although CBT may take precautions to prevent the spread of the coronavirus, it is impossible for CBT to guarantee absolute safety from infection by the coronavirus/COVID-19.
2. I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in CBT Events includes the risk arising out of or related to the actions, omissions, or negligence of myself and others, including, but not limited to, CBT and its members, managers, officers, employees, agents, contractors and representatives.
3. I voluntarily agree to assume all of the foregoing risks and **accept sole responsibility for any injury or harm to myself or my minor child(ren)** including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or expense, of any kind, that I or my minor children may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any CBT Event.

RELEASE AND INDEMNIFICATION

I hereby release, waive, covenant not to sue, discharge, and hold harmless CBT and its respective members, managers, officers, employees, agents, contractors and representatives of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any CBT Event (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of CBT and its respective members, managers, officers, employees, agents, contractors and representatives ("Released Parties"), whether a coronavirus infection occurs before, during or after participation in CBT Events.

I agree to protect, defend, indemnify and hold harmless the Released Parties regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by CBT or any of the foregoing persons mentioned in this paragraph, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims.

SELF-ASSESSMENT VERIFICATION

I, the undersigned party, attest, understand and agree to the following (initial in each blank):

_____ I certify that I have not experienced or displayed any of the following COVID-19 symptoms in the past seventy-two (72) hours: Fever or chills, sore throat, cough, shortness of breath, or other respiratory symptoms, muscle aches, severe fatigue, loss of taste, or loss of smell.

_____ I certify that I have not had close contact with anyone over the last fourteen (14) days who is confirmed to have COVID-19.

_____ I understand that risks of COVID-19 include but are not limited to fever, headaches, sore throat, nausea, stroke, disability, weight-loss, respiratory illness, inability to breathe, muscle aches, loss of sense of smell and taste, and death, and it can easily be contracted from person to person.

_____ I agree to abide by all CDC, State of Hawaii, and County of Maui, laws, rules, and regulations including not limited to, social distancing of at least six feet and wearing masks when participating in services.

_____ I agree to follow all signs, rules and regulations, which signs, rules and regulations may be changed from time to time by the CBT.

_____ I understand that risks associated with my participation in CBT Events are beyond the control CBT, and cannot be eliminated with due care. I have chosen to participate in services voluntarily and having full knowledge of the risks associated with my participation.

_____ I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I AGREE THAT THE RESPONSES AND CERTIFICATIONS MADE ABOVE ARE ACCURATE. I UNDERSTAND THAT THE EFFECT OF THIS DOCUMENT IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE OR BRING ANY CLAIM OF ANY KIND OR NATURE AGAINST THE RELEASED PARTIES AND I AM ASSUMING ALL RISKS OF INJURY, ILLNESS OR DEATH RESULTING FROM, ARISING OUT OF, OR RELATING IN ANY WAY TO MY PARTICIPATION CBT EVENTS. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE,

ESTATE, ALL MEMBERS OF MY FAMILY INCLUDING MY CHILDREN, AND ALL OTHERS IN MY CARE, CUSTODY, OR CONTROL.

If any portion of this document shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the document and the remainder of the document shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. Any and all disputes concerning this document shall be subject to Hawai'i law and shall take place on the Island of Maui,

CLIENT _____ Date: _____
1: Print Name

Signature

CLIENT _____ Date: _____
2: Print Name

Signature

PAYOR _____ Date: _____
1: Print Name

Signature

PAYOR _____ Date: _____
2: Print Name

Signature