

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration of being allowed to participate in any way in the 27th Annual JBA Foundation Charity Golf Tournament on November 13, 2021 (the “**Activity**”), the undersigned, for himself or herself, and his or her personal representatives, heirs and assigns, agree to all of the terms and conditions set forth in this agreement (the “**Release**”).

1. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I AM ALSO AWARE OF THE HIGHLY CONTAGIOUS NATURE OF THE 2019 NOVEL CORONAVIRUS DISEASE (COVID-19) (THE “**DISEASE**”) AND THE RISK THAT I MAY BE EXPOSED TO OR CONTRACT THE DISEASE BY ENGAGING IN THE ACTIVITY, WHICH MAY RESULT IN SERIOUS ILLNESS, PERSONAL INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE JAPAN BUSINESS ASSOCIATION OF SOUTHERN CALIFORNIA OR THE JBA FOUNDATION (COLLECTIVELY, THE “**JBA**”), INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE JBA. I UNDERSTAND THAT THE JBA CANNOT GUARANTEE THAT I WILL NOT BE INJURED OR BECOME INFECTED WITH THE DISEASE DUE TO MY PARTICIPATION IN THE ACTIVITY AND THAT ENGAGING IN THE ACTIVITY MAY INCREASE MY RISK OF CONTRACTING THE DISEASE. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE JBA OR OTHERWISE.**

2. I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the JBA and its officers, directors, employees, agents, members, successors, and assigns (collectively, “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the JBA or any Releasees or otherwise. I covenant not to make or bring any such claim against the JBA or any other Releasee, and forever release and discharge the JBA and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

3. I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the

Activity and the Disease while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the JBA at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity.

4. I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activity, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

5. I shall defend, indemnify, and hold harmless the JBA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the JBA or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claims arising out of my own negligence or the ordinary negligence of the JBA.

6. I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

7. This Release constitutes the sole and entire agreement of the JBA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the JBA and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Los Angeles County, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE**

**RIGHT TO SUE THE JBA FOR CLAIMS, WHETHER KNOWN OR UNKNOWN,  
ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.**

If you are at least 18 years old, please fill out and sign below.

Full Name (Please Print)	Signature of Participant	Date
_____	<u>I HAVE READ THIS RELEASE</u>	_____

If you are the Parent or Guardian of a Participant who is 17 years old or younger, please fill out and sign below.

Full Name of Minor (Please Print)	Signature of Participant (if able)	Date
_____	<u>I HAVE READ THIS RELEASE</u>	_____

Full Name of Minor (Please Print)	Signature of Participant (if able)	Date
_____	<u>I HAVE READ THIS RELEASE</u>	_____

Full Name of Minor (Please Print)	Signature of Participant (if able)	Date
_____	<u>I HAVE READ THIS RELEASE</u>	_____

PARENTAL ACCEPTANCE: I am the parent or guardian of the minor(s) named above. I have read the entire Release and understand that it is a full and final waiver and release from any claims for loss or damage due to the negligence of Releasees or otherwise that the minor may suffer. I consent to the minor's participation and approve all of the terms of this Release on the minor's behalf. I agree to indemnify the Releasees from any claims that might be made against them by or on behalf of the minor.

Full Name (Please Print)	Signature of Parent or Guardian	Date
_____	<u>I HAVE READ THIS RELEASE</u>	_____