

**CORONAVIRUS / COVID-19 RELATED
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT**

In consideration for being allowed to participate in and/or attend a Drivers Education Event (the "Event") organized by the Porsche Club of America Diablo Region ("PCA Diablo") at a race track ("the Track"), I agree, on behalf of myself and my spouse, family, personal representatives, assigns, heirs and next of kin ("my Family"), including without limitation any of my minor children who attend the Event with me ("my Children"), as follows:

I understand that the novel coronavirus, COVID-19, has been declared a pandemic by the United States Government and its Centers for Disease Control and Prevention ("CDC"), and that the State of California and the County in which the Track is located have issued emergency Shelter in Place Orders which strictly regulate business operations, recreational and outdoor activities and social gatherings and require strict social distancing and other precautions during the COVID-19 pandemic, which Guidelines and Orders are updated on an ongoing basis. I understand that according to the CDC the symptoms of COVID-19 may include, without limitation, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell.

I understand and agree that participating in and/or attending the Event may result in exposure to and increased risks of COVID-19 and illness, personal injury, death and other damage and loss, including without limitation the following risks:

- COVID-19 is extremely contagious and may be spread through close personal contact;
- Seniors and persons with compromised immune systems face a higher risk of infection and more serious complications of COVID-19 and should consider whether to attend or participate in the Event;
- Attending and/or participating in the Event may result in close personal contact with other individuals who may have contracted COVID-19 or may be contagious, and increases the risk of being exposed to and/or contracting COVID-19 for me, my guests and others who subsequently come into personal contact with me or my guests;
- Regardless of any practices or measures taken by PCA Diablo, the Track, and Event participants, guests and staff, such as social distancing rules established for the Event (which I had an opportunity to become familiar with prior to the Event), there will always be a risk of being exposed to, contracting or transmitting COVID-19 as a result of attending and/or participating in the Event; and
- **Exposure to, infection by, or transmittal of COVID-19 may result in serious physical or psychological illness and injury, pain, suffering, contagiousness, temporary or permanent disability, and death, and economic or emotional loss, illness, damage, loss, claims, liability, or expense.**

I freely and voluntarily agree, on behalf of myself, my Family and my Children, to assume any and all risks of participating in and/or attending the Event, including without limitation each of the foregoing risks, and to waive, release, covenant not to sue, indemnify and hold harmless PCA Diablo and its Drivers Education chair, officials, instructors and other team members, and PCA Diablo's members, officers, directors, employees, staff, officials, agents, assigns, and representatives, and any other participants, guests and attendees at the Event, and each of them (the "Released Persons"), from and against any and all claims, liabilities, complaints, actions, charges, damages, costs or expenses of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or relating in any way to the Event and/or to COVID-19, and further understand and agree that the foregoing assumption of risks, waiver, release, covenant not to sue, indemnification and hold harmless are intended to be as broad, inclusive and protective of the Released Persons as permitted by the laws of the State of California.

I understand and agree that PCA Diablo has not made any representations or assurances that I or any persons who attend the Event with me will not be exposed to or contract COVID-19.

I represent and agree that prior to participating in the Event I had an opportunity to review the social distancing rules and protocols established by the State, the County, PCA Diablo and/or the Track, which include without limitation maintaining a minimum 6 foot social distance from others at all times, wearing a face mask at all times when not in the car, and observing proper hygiene and sanitation practices such as frequently washing hands and using hand sanitizers, avoiding touching the face, eyes, nose and mouth, and sneezing or coughing into a tissue or bent elbow. I agree that I and anyone who attends the Event with me will fully comply with any such rules and protocols and with any other instructions from PCA Diablo and/or the Track during the Event, and further understand and agree that I/we may be asked to leave the Event and/or be denied access to other PCA Diablo events in the future if I/we fail to comply.

I agree that my Family, my Children and I will not attend the Event if I/we test positive for COVID-19, exhibit any COVID-19 symptoms, or are exposed to any other person who exhibits any COVID-19 symptoms, within two weeks of the Event. I further understand that temperatures will be taken with an infrared non-contact forehead thermometer at the entrance to the Track facility and that entry will be denied to anyone with a 100.4° F or higher temperature.

I agree, on behalf of myself, my Family and my Children, that this Agreement will be governed by the laws of the State of California; that if a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal, or unenforceable, that finding will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect, and that this Agreement will be construed as if the offending provision had not been contained in this Agreement; that this is the entire agreement regarding the subject matter; and that this Agreement cannot be modified or changed in any way except by a later written agreement between the parties.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY FAMILY AND MY CHILDREN, THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, THAT I/WE ARE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT IS BEING SIGNED FREELY AND VOLUNTARILY WITH THE INTENTION OF PROVIDING A COMPLETE AND UNCONDITIONAL ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS TO THE GREATEST EXTENT ALLOWED BY LAW.

Date Printed Name Signature

Names and ages of family and minor children attending the Event with me: _____