

**COVID-19
WAIVER OF LIABILITY, WARRANTY OF COMPLIANCE, AND INDEMNITY
AGREEMENT**

As an express requirement to participate for any purpose in any activity affiliated with or offered by the Guild of Sommeliers Education Foundation, doing business as SommFoundation (the “SommFoundation”), the Undersigned hereby agrees to the terms that follow:

The Undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as the “Undersigned” and/or “You”, “Yours”, etc.) hereby acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in California. The Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the offerings of the SommFoundation within 14 days after: (i) returning from areas highly impacted by COVID-19, (ii) exposure to any person returning from such areas, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the facilities, services, and/or other offerings of the SommFoundation if he or she: (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.

The SommFoundation has taken certain steps to implement recommended guidance and protocols issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above, mask mandates, and social distancing requirements during participation in the SommFoundation’s offerings or use of the SommFoundation’s facilities. The steps taken by the SommFoundation consist of the recommended precautions outlined by the Centers for Disease Control and Prevention (CDC). These precautions have shown to limit the spread of COVID-19 but do not guarantee complete protection from contraction of COVID-19. The Undersigned acknowledges and expressly agrees that the Undersigned will abide by all SommFoundation requests including use of masks and social distancing of six (6’) feet per person, if so requested at any time and for any duration. The Undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and offerings of the SommFoundation and acknowledges that use thereof by the Undersigned may, despite the SommFoundation’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED, ON HIS OR HER BEHALF, AND ON BEHALF OF THEIR HEIRS, SUCCESSORS, RELATIVES, AND ASSIGNS, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE AND HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the SommFoundation, its directors, officers, employees, volunteers, sponsors, and agents from all liability to the Undersigned and all personal representatives, assigns, heirs, and next of kin of the Undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the Undersigned (or any person who may contract COVID-19, directly, or indirectly, from the Undersigned) whether caused by the negligence, active or passive, of the SommFoundation or otherwise while the Undersigned is in, upon, or about the premises or any

facilities therein or participating in any offerings affiliated with the SommFoundation. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "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." The Undersigned acknowledges that any illness or injuries that the Undersigned contact or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE SOMMFOUNDATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SOMMFOUNDATION FACILITY OR OFFERING AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

Printed Name: _____

Date: _____

Signature: _____