WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's Name: _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement Waiver:
In consideration of being permitted to participate in any way in *Zeta Phi Beta Sorority Incorporated – Omega Kappa Zeta Chapter's Z-Fitness Aerobic Challenge* which will take place in Stockton, CA on Saturday, October 30, 2021 herein after referred to as the "Activity", I, for myself, for my heirs, personal representatives or assigns, do hereby release, waive, forever discharge, covenant not to sue and to hold harmless *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated - Omega Kappa Zeta Chapter* and each of the above mentioned entities' Boards of Trustees, their officers, their directors, their employees, their agents, their volunteers, their members and assigns, and any and all other participants in said Activity from any and all claims arising from personal injury, accidents or illnesses (including death), and property loss, regardless of fault, as a result of, but not limited to, my own/my daughter's/my son's/the minor's, of whom I am Guardian, participating in the Activity, traveling to and from the Activity or as a result of any act of negligence by any of the above mentioned or described entities or individuals.

_____
Signature of Participant Date

_____
Signature of Parent/Guardian of Minor Date

Assumption of Risks:
Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Activity to another.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

_____
Signature of Participant Date

_____
Signature of Parent/Guardian of Minor Date

Indemnification and Hold Harmless:
I also agree to indemnify and hold harmless *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated - Omega Kappa Zeta Chapter* and each of the above mentioned entities' Boards of Trustees, their officers, their directors, their employees, their agents, their

volunteers, their members and assigns, and any and all other participants in said Activity, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my own/my daughter's/my son's/the minor's, of whom I am Guardian, involvement in said Activity, traveling to and from the Activity, or as a result of any act of negligence by any of the above mentioned or described entities or individuals and agree to reimburse them for any such expenses incurred.

Severability:
The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:
I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release/waiver of all liability, assumption of risk and agreement to indemnify to the greatest extent allowed by law.

_____

Signature of Participant Date

_____

Signature of Parent/Guardian of Minor Date