

Participant Assumption of Risk, Waiver of Liability, and Indemnity Agreement

Participant Name/Company: _____ (Please Print)

The undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned"), acknowledges that participating in the ImpACT Dash 5k Run/Walk ("ImpACT Dash"), presented by Patterson and the Patterson Foundation and its affiliates (collectively, "Patterson"), is a potentially hazardous activity, which could cause injury or death. This event is both a virtual and a closed-course, in-person event that will take place over an 8-day period, May 15-22, 2022. For both virtual and in-person participants, the undersigned agrees to not enter and participate unless he or she is medically able, and by his or her signature, the undersigned certifies that he or she is medically able to perform this event, and is in good health, and he or she is properly prepared to walk or run the full course of 5 kilometers (3.1 miles).

If the undersigned is participating in the virtual version of the ImpACT Dash 5K, he or she acknowledges that walking or running in an event that is organized as a virtual activity where he or she will participate on their own or with a small assembly of Patterson employees, at a date and time of their choosing, in a location and running route of their choosing, will not have any support or security measures in place by Patterson. Participating in a virtual setting requires that the undersigned assumes all responsibilities for choosing a safe and legal 5K course and notifying any surrounding businesses of the use of their public property and the timing of the event. Virtual or individual participation is a potentially hazardous activity, which could result in injury or death. The undersigned acknowledges that he or she is participating in the activity outlined by this virtual event by their own free will and at their own personal risk. The undersigned will not participate in a virtual event unless he or she is medically able.

If the undersigned is participating in an in-person ImpACT Dash 5K, the undersigned assumes all risks associated with walking or running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. The undersigned assume all event risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain. The undersigned understands that bicycles, skateboards, roller skates or inline skates, and animals, are not allowed in the race, and I will abide by all race rules. In the case of inclement weather, the undersigned understands that the event may be canceled because of circumstances beyond the control of the event committee and sponsors, including, but not limited to, unsafe weather conditions or governmental ban. The undersigned understands that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, the undersigned consents that he or she is not entitled to a refund if the event is cancelled 24 hours before or during the event.

The undersigned further agrees to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and Patterson's mitigation protocols, which includes that the ImpACT Dash participant WILL NOT participate within 14 days after (i) a positive COVID-19 diagnosis or (ii) exposure to any person who has a suspected or confirmed case of COVID-19. Further, the undersigned hereby agrees, represents, and warrants that neither he nor she shall participate 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.

Patterson has taken certain steps to implement recommended guidance and protocols issued by the CDC and other public health authorities which are designed to slow the transmission of COVID -19, including, without limitation, the access/use restrictions set forth above for participants, requiring the use of face coverings when required by the respective state, county, or local public policies, maintaining adequate social distancing, directions for participants to wash hands frequently and otherwise practice safe hygiene. The undersigned acknowledges and agrees that Patterson may revise its requirements for participation at any time based on updated recommended guidance and protocols issued by the CDC and other public health authorities.

IN CONSIDERATION for being permitted to participate in the We Are Patterson 5K, the undersigned hereby acknowledges, that participation around members outside of his or her family may expose the undersigned to COVID -19, despite Patterson's reasonable efforts to mitigate such dangers, which could result in quarantine requirements, serious illness, disability and/or death.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Patterson, its directors, officers, employees, agents and assigns, and each of them, from any loss, liability, damages or costs they may incur as a result of contracting COVID-19, whether caused by the negligence, active or passive, or otherwise while the undersigned is participating or en route to the ImpACT Dash 5K. The undersigned understands and agrees that Patterson is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, as a result of contracting COVID -19 while participating in or en route to/from the ImpACT Dash 5K.

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Patterson, its affiliates, directors, officers, employees, and agents from all liability for any loss or damage, and any claim or demands on account of any 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 Patterson or otherwise while the undersigned is participating or en route to or from the ImpACT Dash 5K. 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 further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned grants permission to all of the foregoing to use his or her photographs, motion pictures, recordings or any other record of this event for any legitimate purposes.

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 SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PATTERSON IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY IMPACT DASH 5K LOCATION 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.

**I have read and understand the terms of
this Assumption of Risk, Release and
Waiver of Liability, and Indemnity Agreement
and agree to its terms.**

Date: _____

Signature

Printed Name

Company (If applicable)