

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, the individual named below, desire to participate in the Leadership Birmingham program (the “**Activity**”) provided by Leadership Birmingham, Inc., an Alabama nonprofit corporation (the “**Company**”) with offices located at 600 18th Street North, 12S, Birmingham, Alabama. I desire to participate in the Activity, including, without limitation, to be a passenger in any vehicle, whether the vehicle is owned or leased by the Company, me, or any other party, or otherwise enter any area where the Activity takes place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity. As lawful consideration for being permitted to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

1. My choice to participate in the Activity is knowing, voluntary, and made for my personal enjoyment and professional development. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, or illness, including the 2019 novel coronavirus disease and all of its variants (“**COVID-19**”), and personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

2. On behalf of myself and my employer, I expressly waive and release any and all claims, demands, and lawsuits, whether known or unknown, against the Company, and its officers, directors, employees, agents, affiliates, insurers, guests, speakers, participants, successors, and assigns (collectively, “**Releasees**”), on account of injury, illness (including COVID-19), disability, death, loss, or property damage arising out of or attributable to the Activity, and forever release and discharge the Releasees from liability under such claims, demands, and lawsuits.

3. I promise not to initiate any claim, demand, lawsuit, arbitration, or other proceeding against any Releasee, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injury, illness (including COVID-19), disability, death, loss, or property damage sustained by me or other parties in connection with my participation in the Activity, including any claim for subrogation, and I waive any right I may have to do so on behalf of myself and my employer. This means that neither I nor my employer may sue any Releasee for any injury, illness (including COVID-19), disability, death, loss, or property damage sustained by me or other parties in connection with the Activity.

4. As of the date of any Activity meeting or event, I confirm that I will attend only if I: (a) am in good health, am 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) am not experiencing symptoms of COVID-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of COVID-19, and have not come in

contact with a person who has been confirmed or suspected of having COVID-19 within a time period specified by the federal Centers for Disease Control and Prevention (“**CDC**”). If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity I will immediately discontinue further participation in the Activity. Further, if I should have a confirmed or suspected case of COVID-19, experience symptoms of COVID-19, or come in contact with a person who has been confirmed or suspected of having COVID-19, such that, under CDC guidelines I should notify the Company that I may have exposed others, I will do so, will discontinue further participation in the Activity, and will follow current CDC guidelines before returning to participation. I consent to receive medical treatment which may be necessary in the event of any illness, accident, injury, or medical emergency resulting from or in connection with my participation in the Activity, and understand that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

5. I agree to follow any and all instructions, recommendations, and cautions of the Company, and to comply with all applicable state laws, ordinances, statutes, rules, and regulations at all times during the Activity. I grant the Company, without limitation, the right to use my name, image, and likeness in connection with the Activity for any publicity without further compensation or permission.

6. This Agreement constitutes the sole and entire agreement between the Company 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 Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Name: _____

Address: _____

Date: _____

City / State / ZIP: _____

Signed: _____

Phone: _____