

# **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LEGAL CLAIMS, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT**

By signing below, you (and your parent/guardian if you are under 18) agree to the following terms and conditions contained in this Assumption of Risk, Waiver and Release of Legal Claims, Covenant Not to Sue, and Indemnification Agreement (the "Agreement").

## **Assumption of Risk**

You know and understand the scope, nature, and extent of the risks involved in participating in Trust Advisors Forum ("TAF") which involve in-person meetings and presentations during a pandemic and you expressly choose to incur all risks associated with TAF, including contraction of COVID-19, understanding that those risks may include personal injury, damage to property, and/or death.

## **Waiver and Release of Legal Claims**

In consideration of being allowed to participate in TAF, for yourself, legal guardians, heirs, executors, and your administrators, you do hereby forever waive, release, and fully discharge the Released Parties (as defined below), and each of them, from any and all claims, liabilities, actions or causes of action of any kind or character whatsoever arising from or as a result of personal injury, death, and/or property damage, which you may have, or which hereafter may accrue to you, as a result of you service and duties as an independent contractor under this Agreement.

The "Released Parties" shall mean the Trust Education Foundation, including its, directors, members, managers, board members, officers, officials, employees, representatives, and agents, and any of the Trust Education Foundations' affiliated companies, subsidiaries, predecessors, successors, or assigns. You understand and agree that your waiver and release fully discharges in all ways and for all time the Released Parties from and against any and all liabilities of any kind whatsoever arising in, from, during, or as a result of you participating in the TAF, whether at law or in equity, whether known or unknown, whether contingent or absolute. You understand that this waiver and release covers liabilities, claims and actions caused entirely or in part by any acts or failures of the Trust Education Foundation (or its directors, members, managers, board members, officers, officials, employees, representatives, and agents) including, but not limited to, negligence, mistake, or non-supervision.

## **Covenant Not To Sue**

You agree not to sue the Released Parties or to join in any lawsuit or legal proceeding, including a collective or class action, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein. You further agree that your legal guardians, heirs, executors, administrators, personal representatives, and/or anyone else claiming on your behalf by reason of injury to your person or property, or your death, shall not institute any lawsuit or legal proceeding, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein. Should any such suit or action at law or otherwise be instituted against any of the Released Parties, you agree that such Released Parties shall be entitled to recover attorneys' fees and expenses incurred in defense of such suit or action, including any appeals therefrom.

## **Indemnity Against Third Party Claims**

You agree to indemnify, save and hold harmless the Released Parties from any and all losses, claims, liabilities, actions, or proceedings of every kind and character, including attorney' fees and expenses, which may be instituted or claimed by any other persons or organizations and which arise directly or indirectly from your participation in TAF, whether resulting from the negligence and/or other fault, either active or passive, of any of the Released Parties or from any other cause.

## **Representations and Acknowledgement**

By signing below, you acknowledge and agree that you have carefully read this Agreement, and fully understand its contents. You are aware that this Agreement contains a release and waiver of liability and a waiver of all your rights and claims for damages that you (and others claiming through you) may have that exist now or may arise in the future as a result of injury to your person or property, or your death, that you may sustain by engaging in the activities under this Agreement. You further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. The laws of the State of North Carolina shall govern the interpretation and construction of this Agreement.

By signing below, you acknowledge and agree that you have signed this Agreement on your own free will.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_