<u>COVID-19 SAFETY ACKNOWLEDGEMENT</u> LIABILITY WAIVER AND RELEASE OF CLAIMS

Sigma Beta Club Member and Parent or Legal Guardian Consent

COVID-19 SAFETY INFORMATION:

The World Health Organization ("WHO") has declared the novel Coronavirus SARS-CoV-2 (typically referred to as "COVID-19") a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the United States and other governments have established recommendations, guidelines, and some prohibitions to which the National Sigma Beta Club Foundation ("Foundation") and the Phi Beta Sigma Fraternity, Inc., ("Fraternity") must adhere and remain compliant concerning in-person meetings or events. Considering the ongoing spread of COVID-19, individuals who fall within any of the categories below should not voluntarily participate in face-to-face activities, meetings or events organized, facilitated, or sponsored by the Foundation ("Activity" or "Activities").

In consideration of my son's ("Participant") participation in the foregoing, the undersigned acknowledges and agrees to have them participate in the Activity and hereby acknowledges, understands, and agrees to the terms enumerated in this document, including the terms set forth on any other documents, guidance or policies established by the Foundation and the following:

- 1. I am aware of the risk to my son's physical health at the Activity venue and that my son's participation in the Activity of the Foundation may cause injury or illness, including but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death. While rules and personal discipline may reduce this risk, the risk of severe illness and death does exist.
- 2. My son has not experienced symptoms associated with COVID-19, which include fever, cough, fatigue, shortness of breath, and any communicable infectious disease within the past fourteen (14) days.
- 3. Neither my son nor any member(s) of my household has traveled by sea or by air internationally within the past thirty (30) days.
- 4. My son has not traveled in the past fourteen (14) days to a community in the United States that has experienced or is experiencing sustained community spread of COVID-19.
- 5. My son nor any member(s) of my household has been diagnosed to be infected with the COVID-19 virus within the last thirty (30) days or not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for the treatment.

While voluntarily participating in NSBCF Activities, "social distancing" must be practiced, and face coverings (i.e., respirators or masks) are consistently worn to reduce the risks of exposure to COVID-19. Because COVID-19 is highly contagious and is spread mainly from person-to-person contact, the Foundation has provided this guidance to reduce the spread of COVID-19. However, the NSBCF cannot guarantee that I, my son, participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

COVID-19 VACCINE STATUS ATTESTATION:

I acknowledge that to participate in Foundation Activities, my son and I must provide accurate information about our COVID-19 vaccination status to be fully vaccinated. For this certification, the Foundation shall consider us "fully vaccinated" two weeks after completing the second dose of a two-dose COVID-19 vaccine (e.g., Pfizer-BioNTech or Moderna COVID-19 mRNA vaccines) or two weeks after receiving a single dose of a one-dose vaccine (e.g., Johnson & Johnson's Janssen COVID-19 vaccine).

PARENT OR LEGAL GUARDIAN COVID-19 VACCINATION ATTESTATION					
(Place	an "X" in the appropriate space below):				
I	certify that I am fully vaccinated.				
I	received my final dose of COVID-19 vaccine on	(<i>MM/DD/YYYY</i>)			

PARTICIPANT ("SON") COVID-19 VACCINATION ATTESTATION						
(Pla	(Place an "X" in the appropriate space below):					
	I certify that my son is fully vaccinated.					
	My son received a final dose of COVID-19 vaccine on (MM/DD/YYYY))				

I understand that I am required to provide accurate information about the vaccination status of my son and me. I hereby attest that the information I have provided above is correct. I also understand that if either my son or I have an immunocompromising condition or take immunosuppressive medications, we should consult with our healthcare provider to determine which personal protective measures are appropriate.

MEDICAL ACKNOWLEDGMENT AND RELEASE:

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death, that can occur with my son. I agree to monitor my son for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath). I agree that if my son or I experience any of these or any other COVID-19 symptoms during the Activity, we will discontinue our participation immediately and seek appropriate medical attention, and if practical, contact the Foundation's Board Executive Secretary, Mr. Melvin Kaufman. (281)912-3473, via at or email. melvin.kaufman@sigmabetaclub.org, within fourteen (14) calendar days after participating in the Foundation Activity.

RELEASE AND WAIVER:

With full knowledge of the risks involved, I hereby release, waive, and forever discharge the Foundation and Fraternity, all past, present and future members of its boards, its officers, independent contractors, affiliates, employees, representatives, partners, successors, and assigns ("Released Parties") from any and all liabilities, claims, demands, actions, and causes of action whatsoever, wither in law or in equity, directly or indirectly, to the fullest extent permissible by law, including but not limited to any loss, damage, injury, or death, caused by the negligence, fault or conduct of any kind on the part of the Released Parties, including but not limited to death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my or my son's behalf, which arise or may hereafter arise from or my son's participation with the Activity, or that may be that may be sustained by me or my son related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless the Foundation from and against all costs, expenses, damages, lawsuits, and/or liabilities or claims arising, whether directly or indirectly from or related to all claims made by or against any of the Released Parties due to injury, loss, or death from or related to the Activity or COVID-19.

LIABILITY WAIVER/ ASSUMPTION OF RISK:

I acknowledge that my son and I derive personal satisfaction and benefit from our participation or voluntarism with the Foundation and Fraternity. We willingly engage in Foundation Activities. I am fully and personally responsible for my and my son's safety and actions while and during our participation in Activities. We recognize that we may be at risk of contracting COVID-19.

We acknowledge and understand the following:

- 1. We recognize that our participation, involvement, or attendance at the Foundation Activity is voluntary and may result in personal injury (including death) or property damage.
- 2. We knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- 3. We hereby knowingly assume the risk of injury, harm, and loss associated with the Activity, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties.

FOUNDATION ACTIVITY INFORMATION:

Name of Foundation Activity/Event:			
Activity/Event Description:			
Location:			
Date and Time:			
Participant Acknowledgement	-		
		ccination attestation. We hereby acknowledge ent, including the terms set forth on any othe	
guidance, or policies established by the Foun	dation.		
SBC Member Signature	Date	Parent / Legal Guardian Signature	
	MM/DD/YYYY		MM/DD/YYYY
SBC Member Printed Name	Date	Parent / Legal Guardian Signature	
	MM/DD/YYYY		MM/DD/YYYY