COVID-19 Informed Consent and Waiver

(print name of the "Participant"), on my own behalf or on behalf of my minor child, consent to participate in Chile Pepper race and any ancillary festival, health, fitness, and/or outdoor activities with or sponsored by Chile Pepper, Inc. ("CP"), CP Board or Committee members, CP Leaders, and any other entities affiliated with or controlled by CP, (collectively the "CP Parties") during the COVID-19 outbreak. I understand there is much to learn about COVID-19 including transmission risks. I understand that carriers of COVID-19 may not show symptoms but may still be highly contagious. I understand that due to the unknowns of this virus, the number of other runners or individuals that may participate in activities hosted or sponsored by the CP Parties, and the nature of the activity setting, that I have an increased risk of contracting the virus by participating in activities hosted or sponsored by the CP Parties. I understand that the symptoms listed below are representative, not all inclusive, of COVID-19: • Fever; • Pever; • Participant Temperature on October 3 ^{rd, 2020} • Pry Cough; • Shortness of Breath;
 Temperature; Persistent pain or pressure in the chest; and/or Bluish lips or face.
Participant does not display or currently have any of the symptoms that are representative of COVID-19 which are outlined above:(Initial).
If Participant exhibits any symptoms or has been in contact with anyone with a contagious illness, Participant agrees to not participate in any CP activities:(Initial).
Participant understands that all travelers arriving from a country or region with widespread ongoing transmission, as outlined by the CDC, should stay home for at least 14 days to practice social distancing and monitor their health after arrival:(Initial).
Participant confirms that he/she has not traveled to any of the countries or regions with widespread ongoing transmission (as outlined by the CDC) in the past 14 days:(Initial).
Participant confirms, to the best of Participant's knowledge, that Participant has not had close contact with an individual diagnosed with COVID-19 in the past 14 days: (Initial).
Participant understands that for each subsequent activity with the CP, Participant will be asked to confirm these responses on this form verbally or electronically: (Initial).
Participant understands that the CP Parties will comply with the Arkansas Department of Health and local, state, and federal laws regarding the disclosure of infected persons: (Initial).
Participant agrees that Participant is personally responsible for their own safety and actions while participating in any CP activities (Initial).
If Participant refuses to fill and sign this waiver, or a subsequent confirmation, Participant understands that will exclude Participant from CP activities (Initial). The Participant further agrees to comply with all of CP Parties' policies and rules, including but not limited to all guidelines, signage, and instructions. Because CP activities are open for use by other racers and individuals, the Participant recognizes that they are at higher risk of contracting COVID-19. THE PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR PERSONAL INJURY TO MYSELF AND, IF APPLICABLE, MY FAMILY MEMBERS, AND FURTHER RELEASES AND DISCHARGES THE CP PARTIES FROM ANY AND ALL INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY ARISING OUT OF MY OR MY FAMILY'S UTILIZATON OF CP ACTIVITIES, WHETHER CAUSED BY THE FAULT OR NEGLIGENCE OF MYSELF, MY FAMILY, THE CP PARTIES, OR ANY THIRD PARTIES. With full awareness and appreciation of the risks
involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the CP Parties, its volunteers, owners, officers, agents, servants, independent contractors, affiliates, employees,

successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party, or otherwise, while participating in any CP activities. I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to CP activities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that: I have read and understand the foregoing document and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements; I am sufficiently informed about the risks involved in participating in CP activities and whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written document, have been made; I am at least eighteen (18) years of age and fully competent to execute for myself or my minor child; I execute this document for full, adequate, and complete consideration fully intending to be bound by the same; that I am under no pressure or duress to sign this document; I have been given a reasonable opportunity to review it before signing; and that I am free to have my own legal counsel review this document if I so desire. I agree that document shall be governed by and construed in accordance with Arkansas law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the document as a whole.

Guardian Name, if applicable (Print):
Participant or Participant's Guardian Signature:
Date:

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