

GENERAL WAIVER OF LIABILITY

The Capital Bears WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in Bear Necessities, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Capital Bears, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

1. I am fully aware of the risks and hazards connected with the activities of Bear Necessities describe activities, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that The Capital Bears do not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa and that any mediation, suit, or other proceeding must be filed or entered into only in Iowa and the federal or state courts of Iowa. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

Waiver of Liability and Indemnity Related to COVID-19

4. The Capital Bears have taken enhanced health and safety measures—for you, other attendees, exhibitors, and volunteer staff. You must follow any posted instructions while participating in The Capital Bears events and activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in Bear Necessities events and activities brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and any posted instructions while participating in Bear Necessities events and activities. I understand, agree and hereby consent that my failure or disregard to follow all protocols in effect and required by The Capital Bears, CDC, the venue provider and governing authorities during my attendance at Bear Necessities is hereby sufficient grounds to be excluded from attending the event by the Capital Bears or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by the Capital Bears or an event authority due to my refusal to follow said protocols.

5. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend a Capital Bear's event and enter into the event premises. The event is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.

6. As a condition of my participation in this meeting or event, I, do hereby expressly waive any rights against and release and hold harmless the Capital Bears and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively "The Capital Bears") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I shall defend, indemnify, and hold harmless the Capital Bears and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES THE CAPITAL BEARS FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF THE CAPITAL BEARS OR ANY THIRD PARTY. I ALSO UNDERSTAND AND AGREE THAT THE CAPITAL BEARS DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE

EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF MY PARTICIPATION IN A CAPITAL BEAR EVENT, I AGREE TO RELEASE AND HOLD HARMLESS THE CAPITAL BEARS IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE. BY COMPLETING THE CHECK-IN & REGISTRATION FOR THIS EVENT, I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE. AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. IN READING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT AND UNDERSTAND IT VOLUNTARILY AS MY OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST TWENTY-ONE (21) YEARS OF AGE AND FULLY COMPETENT; AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.