

AGREEMENT

THIS AGREEMENT AND RELEASE ("Agreement") is made and entered into to be effective as of _____ by and between Elite Women of Excellence, a Georgia nonprofit corporation ("Nonprofit"), and _____, an individual ("Participant").

In consideration of the Recitals, the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Nonprofit and Participant, intending to bind themselves and their respective heirs, administrators, executors, successors and assigns, agree as follows:

1. Compliance with Policies and Decisions.

- A. Code of Conduct: Participant agrees to abide by the Nonprofit's Code of Conduct, which is attached to and made part of this Agreement as **Exhibit B**. Participant acknowledges that Nonprofit reserves the right, based on the behavior involved, to terminate the Participant's involvement in the Nonprofit and its Program.
- B. Other Policies and Decisions: Participant agrees to abide by Nonprofit's other policies and procedures, whether or not included in this Agreement, other guidelines and information provided in writing by Nonprofit and any reasonable requests, and any instructions or decisions made by Nonprofit. Participant agrees that Nonprofit in its discretion may change its policies, procedures and guidelines by notifying Participant of the change.

2. No Guarantees.

Nonprofit has made no representations or warranties regarding Participant's successful completion of the Program or the results to be obtained by Participant.

3. No Duties or Rights Created.

Participant agrees that unless expressly set forth in this Agreement, the Program does not create any duties or obligations on the part of Nonprofit or confer any rights on Participant. Participant also agrees that Nonprofit may deviate from the provisions of the Program at any time and that such a deviation is not to be deemed a breach of this Agreement or other breach by Nonprofit.

4. Assumption of Risk and Release.

- A. Assumption of Risk: Participant understands that the Program involves (a) interaction with Nonprofit staff, volunteers, other participants and sometimes members of the general public; (b) activities that may be hazardous to Participant, including but not limited to, injury, disease, potential exposure to employees, volunteers, or other individuals, including members of the public, who may be infected with COVID-19, and even death. Nonprofit does not guarantee Participant's health or safety and does not assume any responsibility or risk of injury, sickness, property damage or loss or death. Participant hereby expressly and specifically assumes the risk of damage, injury, sickness, harm or death that may arise out of or result from participation in the Program.
- B. Release: Participant for and on behalf of Participant and the heirs, successors, beneficiaries and assigns of Participant, do hereby covenant not to sue, release, forever discharge and hold

harmless Nonprofit, its officers, directors, staff, employees, agents, volunteers, successors and assigns (the “Released Parties”), from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity arising out of or relating to (i) Nonprofit's performance or non-performance of this Agreement, (ii) Participant's performance or non-performance of this Agreement, including without limitation breach of any of Participant's warranties and representations set forth in this Agreement, (iii) the Participant's participation in the Program and (iv) any first aid or medical treatment rendered to Participant in connection with the Program. Without limiting the generality of the foregoing sentence, Participant understands and agrees that the foregoing covenant not to sue, release, discharge and hold harmless discharges the Released Parties from any liability or claim that Participant may have against a Released Party for bodily injury, sickness, property damage or loss or death, regardless of whether such injury, sickness, property damage or loss or death is caused in part by the act or omission of a Released Party. Participant agrees that the covenant not to sue, release, discharge and hold harmless set forth in this Agreement are intended to be as broad and inclusive as permitted by law.

5. Assumption of Risk and Release.

- C. Assumption of Risk: Participant understands that the Program involves (a) interaction with Nonprofit staff, volunteers, other participants and sometimes members of the general public; (b) activities that may be hazardous to Participant, including but not limited to, injury, disease, potential exposure to employees, volunteers, or other individuals, including members of the public, who may be infected with COVID-19, and even death. Nonprofit does not guarantee Participant's health or safety and does not assume any responsibility or risk of injury, sickness, property damage or loss or death. Participant hereby expressly and specifically assumes the risk of damage, injury, sickness, harm or death that may arise out of or result from participation in the Program.
- D. Release: Participant for and on behalf of Participant and the heirs, successors, beneficiaries and assigns of Participant, do hereby covenant not to sue, release, forever discharge and hold harmless Nonprofit, its officers, directors, staff, employees, agents, volunteers, successors and assigns (the “Released Parties”), from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity arising out of or relating to (i) Nonprofit's performance or non-performance of this Agreement, (ii) Participant's performance or non-performance of this Agreement, including without limitation breach of any of Participant's warranties and representations set forth in this Agreement, (iii) the Participant's participation in the Program and (iv) any first aid or medical treatment rendered to Participant in connection with the Program. Without limiting the generality of the foregoing sentence, Participant understands and agrees that the foregoing covenant not to sue, release, discharge and hold harmless discharges the Released Parties from any liability or claim that Participant may have against a Released Party for bodily injury, sickness, property damage or loss or death, regardless of whether such injury, sickness, property damage or loss or death is caused in part by the act or omission of a Released Party. Participant agrees that the covenant not to sue, release, discharge and hold harmless set forth in this Agreement are intended to be as broad and inclusive as permitted by law.

6. No Insurance Provided.

Nonprofit and the other Released Parties do not assume any responsibility for or obligation to provide or maintain liability, health, medical or disability insurance coverage for Participant for injury, illness, death, disability or property damage suffered by Participant or third parties.

- A. **Term and Termination.** Termination: This Agreement shall terminate upon the happening of any one or more of the following: (a) the Parties agree to termination, (b) Participant terminates the Agreement and discontinues participation in the Program; (c) Participant violates the Code of Conduct and Nonprofit terminates the Agreement; or, (d) Nonprofit terminates the Agreement upon seven (7) days' notice of termination to Participant.

7. Confidential Information.

8. Participant acknowledges that participation in the Program will give Participant access to confidential information about Nonprofit staff and others participating in the Program. Participant shall respect the right to confidentiality of the Nonprofit staff and others participating in the Program and shall not disclose any information learned during the course of participating in the Program. **Medical Treatment.**

Participant hereby authorize each employee, staff member, or volunteer of Nonprofit: (1) to act on Participant's behalf in securing all appropriate first aid and medical treatment for Participant; and (2) to act on Participant's behalf in accepting financial responsibility (which shall be borne solely by Participant) for all first aid and medical treatment secured for Participant.

Participant understands and agrees that he or she is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. Participant hereby releases, forever discharges, and holds harmless Nonprofit from any claim based on treatment or other medical services.

9. Miscellaneous.

- A. Entire Agreement: This Release constitutes the sole and entire agreement of the Nonprofit and Participant 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.
- B. Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- C. Choice of Law: This Agreement shall be governed by and interpreted under the laws of the State of Georgia without giving effect to its conflict of laws rules.
- D. Severability: If any clause or provision of this Agreement shall be held to be invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Agreement, which shall continue to be enforceable.
- E. Notice: All notices, requests, consents, claims, demands, and waivers (collectively a "Notice") shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier with all fees pre-paid, facsimile, or email with confirmation of transmission, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (a)

upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- a. Notice to Participant: Notice to Participant shall be sent to the address set forth in the Participant's Personal Information Form, Exhibit A (or to such other address that may be designated by the Participant from time to time in accordance with this Section).
- b. Notice to Nonprofit: Notice to Nonprofit shall be sent to:
Elite Women of Excellence, Inc.,
P.O. Box 813383,
Smyrna, Georgia 30081
Phone: 678-995-3332
Fax: 770-573-3783
Email: info@ewoe.org

- F. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God, (b) flood, fire, earthquake, explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by governmental authority; (g) nation or regional emergency; and, (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a Force Majeure Event shall give notice within seven (7) days to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- G. Participant Review: Participant acknowledges having had an opportunity to read this Agreement in full and an opportunity to ask any questions regarding its contents.

10. COVID-19 – HEALTH ANNOUNCEMENT

Nonprofit recognizes the threat of coronavirus, and is continuously and closely monitoring the developments around the globe to ensure it takes necessary precautions for the safety of its staff, volunteers, participants, and the people in the communities it serves. We will continue to observe the advice of the UN World Health Organization (WHO), US Center for Disease Control and Prevention (CDC) and relevant state and local authorities and take proactive measures to minimize the risk of coronavirus transmission.

For the protection of our participants, staff and volunteers, we ask that you not be on site if you have:

- Experienced symptoms associated with the COVID-19 virus, including cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, fatigue, or new loss of taste or smell within the last 14 days.
- Been exposed to someone with COVID-19 within the last 14 days.
- Traveled to any foreign country in the last 14 days.
- Been on a cruise or in an airport in the last 14 days.

- Attended an event with more than 10 people in the last 14 days.

While on site, we expect you to follow CDC guidelines for wearing cloth face coverings in public settings, maintaining social distancing of 6-10 feet from staff and others, washing and sanitizing hands, covering coughs/sneezes, avoiding face touching, and appropriate glove usage.

Nonprofit will continue to monitor the CDC for the latest information about COVID-19.