

Participant Assumption of Risk, Waiver of Liability, and Indemnity Agreement

Participant Name/Company: _____ (Please Print)

The undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned"), acknowledges that novel coronavirus ("COVID -19") has been declared a worldwide pandemic by the World Health Organization and that infections have been confirmed throughout the United States, Canada and the United Kingdom.

In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention ("CDC") for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that he or she WILL NOT participate in the We Are Patterson 5K Run/Walk ("We Are Patterson 5K"), presented by Patterson Companies, Inc. and its affiliates (collectively, "Patterson") within 14 days after (i) a positive COVID-19 diagnosis or (ii) exposure to any person who has a suspected or confirmed case of COVID-19. Further, the undersigned hereby agrees, represents, and warrants that neither he nor she shall participate if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/ confirmed case of COVID-19.

Patterson has taken certain steps to implement recommended guidance and protocols issued by the CDC and other public health authorities which are designed to slow the transmission of COVID -19, including, without limitation, the access/use restrictions set forth above for participants, requiring the use of face coverings when required by the respective state, county, or local public policies, maintaining adequate social distancing, directions for participants to wash hands frequently and otherwise practice safe hygiene. The undersigned acknowledges and agrees that Patterson may revise its requirements for participation at any time based on updated recommended guidance and protocols issued by the CDC and other public health authorities.

IN CONSIDERATION for being permitted to participate in the We Are Patterson 5K, the undersigned hereby acknowledges, that participation around members outside of his or her family may expose the undersigned to COVID -19, despite Patterson's reasonable efforts to mitigate such dangers, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE 5K, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Patterson, its affiliates, directors, officers, employees, and agents from all liability for any loss or damage, and any claim or demands on account of any illness or the death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of Patterson or otherwise while the undersigned is participating or en route to or from the We Are Patterson 5K. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Patterson, its directors, officers, employees, agents and assigns, and each of them, from any loss, liability, damages or costs they may incur as a result of contracting COVID-19, whether caused by the negligence, active or passive, or otherwise while the under signed is participating or en route to the We Are Patterson 5K. The undersigned understands and agrees that Patterson is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, as a result of contracting COVID -19 while participating in or en route to/from the We Are Patterson 5K.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PATTERSON IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTYOR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY WE ARE PATTERSON 5K LOCATION AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Date: _____

Signature

Printed Name

Company (If applicable)

