

## LIABILITY WAIVER AND CONSENT TO PARTICIPATE

I acknowledge the contagious nature of the COVID-19 virus and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by visiting or participating in wine tasting at Sutter Home Winery, Inc., d/b/a **Napa Cellars** (hereinafter, "Winery") and that such exposure or infection may result in personal injury, serious illness, permanent disability or death. I understand that the risk of becoming exposed to or infected by COVID-19 at Winery may result from the actions, omissions, or negligence of myself and others, including but not limited to Winery, Winery's employees and other Winery visitors.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, illness, disability, death, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my visit to or participation in wine tasting at Winery ("Claims"). I hereby release, discharge, covenant not to sue, and hold harmless Winery, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Winery, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my visit to or participation in wine tasting at Winery.

Additionally, I am not aware that I have any health conditions that are known to increase my likelihood of experiencing injuries or make me more susceptible to illness while engaging in this activity. I acknowledge and agree to take appropriate precautions, including maintaining good personal hygiene – including frequent hand washing or sanitizing – and staying at least six feet from persons not in my party or related to me, other than Winery hospitality personnel. In addition to following all precautions established by Winery, I will take all steps necessary to reduce the risk of illness to me and my party. I specifically acknowledge my obligation to participate only if:

- I have not tested positive for, or otherwise been diagnosed with, COVID-19. If I have been diagnosed with COVID-19, I have met the Centers for Disease Control's criteria for discontinuation of self-isolation;
- Within the last 14 days, I have not had close contact with a person who has tested positive for, or otherwise been diagnosed with, COVID-19 or with a person who has been asked to self-quarantine by a medical professional or public health authority; and
- I have no symptoms of COVID-19 (fever, cough, shortness of breath/difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell) and have not shown any symptoms in the past 10 days.

By signing below, I forfeit all right to bring any and all claims against Winery for any reason. In return, I will be permitted to visit and participate in wine tasting at Winery. I will also make every effort to follow all safety precautions posted and as explained to me verbally. In addition, I will ask for clarification when needed.

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PRINTED NAME

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SIGNATURE

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DATE