

CONTRA COSTA ASSOCIATION OF REALTORS®

## INAUGURAL DINNER & AWARD CELEBRATION

HONORING 2022 PRESIDENT

## Pepi Mackely.

THE BOARD OF DIRECTORS
AND AWARD RECIPIENTS

SATURDAY · JANUARY 8, 2022

NO HOST COCKTAILS 6PM · DINNER & PROGRAM 7PM

\$100 PER PERSON · BLACK TIE OPTIONAL

BLACKHAWK AUTO MUSEUM
3700 BLACKHAWK PLAZA CIRCLE · DANVILLE, CA



CCAR WILL FOLLOW ALL COVID-19 COUNTY GUIDELINES AT THE TIME OF THE EVENT.

DEADLINE TO PURCHASE TICKETS

AND COMPLETE THE FOLLOWING

COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE
IS DECEMBER 24, 2021.

THERE ARE NO REFUNDS ON INAUGURAL TICKETS.



2022 CCAR Inaugural Dinner & Award Celebration • RSVP by December 24, 2021 • E-mail payment form and waiver to amy@ccartoday.com

Name			NRDS ID		
Company		Phone		Email	
Number of Attend	ees Names of Att	endees			
	□ Mastercard □ Discover	·			
				Security Code	

You may also mail payment information to CCAR Attn: Amy Anderson, 1870 Olympic Boulevard, Suite 200, Walnut Creek, CA 94596.



1870 Olympic Blvd. • Suite 200 Walnut Creek, CA 94596 925.295.9200 • main www.ccartoday.com



## **COVID -19 ASSUMPTION OF RISK, WAIVER AND RELEASE**

I desire to and willingly participate in the CCAR 2022 Installation ("Event") hosted by Contra Costa Association of REALTORS® ("CCAR"), a California Nonprofit Mutual Benefit Corporation. In consideration of being permitted to attend and participate in the Event, and in recognition of CCAR reliance hereon, I agree to the terms and conditions set forth in this agreement ("Release"). I am aware that novel coronavirus disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization, and I understand that my participation in the Event is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or economic loss. I am also aware of the highly contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases (collectively, "Disease"), and of the risk that I may be exposed to or contract the Disease by attending the Event, which may result in serious illness, personal injury, disability, death, and/or economic loss. I understand these risks may result from or be compounded by the actions, omissions, or negligence of CCAR. I understand that while CCAR has implemented measures to reduce the risks associated with the Event and the spread of the Disease, CCAR cannot guarantee that I will not be injured or become infected with the Disease as a result of my participation in the Event, and that attending the Event may increase my risk of contracting the Disease.

ASSUMPTION OF RISK: NOTWITHSTANDING THE AFOREMENTIONED RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND THAT MY ATTENDANCE INCLUDES THE POSSIBILITY OF EXPOSURE TO AND ILLNESS FROM DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19. I HEREBY KNOWINGLY AND FREELY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, HARM AND LOSS ASSOCIATED WITH OR ARISING FROM MY ATTENDANCE AT THE EVENT, WHETHER CAUSED BY THE ACTS OR OMISSIONS OF CCAR OR ANY RELEASEE(S) HEREUNDER.

RELEASE AND WAIVER: I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE NOW KNOWN OR HEREAFTER KNOWN, AGAINST CCAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, "RELEASEES"), EITHER IN LAW OR EQUITY. THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO ILLNESS, DISABILITY, DEATH, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE TO PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN AND ATTENDANCE AT THE EVENT, WHETHER CAUSED BY OR ARISING OUT OF THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND OF CCAR OR ANY RELEASEES. I COVENANT NOT TO MAKE OR BRING ANY CLAIM THAT I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVE, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF AGAINST CCAR OR ANY RELEASEES, AND FOREVER RELEASE AND DISCHARGE CCAR AND ALL RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

## THIS IS INTENDED AS A FULL RELEASE OF ALL LIABILITY, AND I HEREBY WAIVE ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

IN	ITI	AL	S:		

MEDICAL ACKNOWLEDGEMENT AND RELEASE: I confirm and agree that: a) I will not attend the Event if I am experiencing symptoms of any illness or disease, (including but not limited to a cough, shortness of breath, fever or any other symptom association with COVID-19), have a confirmed or suspected case of any Disease, or have knowledge that in the 14 days prior to the Event that I have come into contact with a person who has been confirmed to have or suspected of having COVID-19 or any other communicable Disease; b) I am required to and will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Event and any Disease while participating in the Event; c) I will follow all instructions, recommendations, and cautions of CCAR at all times during the Event; d) I will participate in and cooperate with contact tracing efforts by state and local governments and by CCAR; e) I will immediately cease participation in the Event if at any time during the Event I believe I am no longer in proper physical condition to participate in the Event; and f) if during the Event, or within 14 days after participating in the Event, I begin experiencing symptoms of the Disease or test positive for the Disease, I will immediately discontinue further participation in the Event and immediately notify the CCAR staff designated to receive such information:

**NAME:** Pam Martin

**CONTACT INFORMATION:** 925.295.9220

I HEREBY CONSENT TO RECEIVE MEDICAL TREATMENT DEEMED NECESSARY IF I AM INJURED OR REQUIRE MEDICAL ATTENTION DURING MY PARTICIPATION IN THE EVENT. I UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION AND/OR EVACUATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS CCAR AND THE RELEASEES FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE EVENT.

**INDEMNIFICATION:** I agree to indemnify and hold harmless CCAR and all other Releasees against any and all claims, actions, suits, enforcement proceedings, procedures, costs, expenses, damages, liabilities, and expenses of whatever kind, including attorney fees, arising from my participation in the Event, and I agree to reimburse CCAR and all Releasees for any such expenses they incur.

This Release constitutes the sole and entire agreement of CCAR and me 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. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release. This Release is binding on and shall inure to the benefit of CCAR and the Releasees and me.

This Release shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. Any action or proceeding brought in connection with this Release will be filed exclusively in a court of competent jurisdiction located within the County of Contra Costa, California.

DATED:	SIGNATURE OF RELEASOR:
	NAME OF RELEASOR:
permitted by law. By si	rticipating in the Event, I have given a full release of liability to the released parties to the fullest extent gning, I acknowledge that I have read and understood all of the terms of this Release and that I am ostantial legal rights, including the right to sue CCAR and other Releasees.
DATED:	EMAIL ADDRESS:
SIGNATURE:	