



CITY NET (DBA OF KINGDOM CAUSES) - EXPRESS WAIVER OF LIABILITY and RELEASE AND INDEMNITY AGREEMENT

In consideration for being allowed to participate in volunteer work (the “Activity”) with City Net (hereinafter the “Entity”), the Undersigned hereby agrees to this express waiver of liability against Entity, and enters into this release and Indemnity Agreement with Entity set forth below. The Undersigned, for themselves and their personal representatives, assigns, heirs, and next of kin, and each and every one of them, states and agrees as follows:

I am fully aware of the risks and hazard inherent in engaging or participating in the Activity, including, but not limited to, the possibility of physical or emotional stress and/or injury, sickness, paralysis or death (collectively “Injuries”), and voluntarily assume the risks of all or any such Injuries that may be sustained in engaging or participating in the Activity.

I hereby voluntarily release, discharge, waive, and relinquish any and all claims, actions, or causes of action for personal injury, property damage, or death I may have against Entity, its directors, officers, members, affiliated entities, subsidiaries, agents, attorneys, employees, representatives, successors, heirs, licensees, assigns and all persons acting in concert and participating with Entity (collectively referred to as “Released Party”) occurring or arising as a result of the Undersigned’s participation in the Activity, and any instruction or supervision related to said Activity, save and except only those claims based on Entity’s fraud, violations of law, gross negligence or willful injury to persons and property.

I hereby covenant that this Agreement shall apply to all unknown and anticipated claims, injuries, causes of action and damages, as well as any known claims, and I waive the provisions of Section 1542 of the California Civil Code which provides: “A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I hereby agree to and shall indemnify, defend, save and hold harmless the Released Party from any loss, liability, damage, cost of attorneys’ fees that a Released Party actually incurs resulting from or arising out of the Undersigned’s participation in the Activity.

I hereby agree that if any part of this Agreement is held by the Court or arbitration panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining provision of this Agreement, which remaining provisions shall remain in full force and effect as if this Agreement had been executed without the invalid provision Included.

I hereby agree that any dispute or claim hereunder shall be resolved exclusively by arbitration under the then prevailing Commercial Rules of the American Arbitration Association. The undersigned waives any and all rights to a jury trial in connection with any dispute or matter arising under this Agreement.

I hereby warrant that the foregoing representatives and agreements are true and correct, and that I understand and acknowledge that the Entity has relied upon my representations and agreements in entering into this Agreement and agreeing to my participation in the Activity. No representations, statements, or inducements of any kind, oral or in writing have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement, apart from the matters set forth within this Agreement.