

COVID-19 INDEMNIFICATION AGREEMENT

THIS COVID-19 INDEMNIFICATION AGREEMENT (the “Agreement”) by and between the Fort Collins Area Chamber of Commerce (“FC Chamber”) and the Member of the FC Chamber, prospective Member, or invitee of FC Chamber identified on the signature to this Agreement (jointly “Member”) is effective as of the date signed by Member.

WHEREAS, the world is currently experiencing a pandemic of Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, the FC Chamber is striving to and believes it is operating in compliance with applicable requirements set forth by federal, state, county, and local agencies as they relate to controlling and limiting the spread of COVID-19 (“Requirements”); and

WHEREAS, FC Chamber seeks to protect its employees, agents, Members, Member Representatives, contractors, sub-contractors, services providers, and the general public from COVID-19; and

WHEREAS, Member employs, engages, or otherwise contracts with individuals (“Member Representatives”) that it assigns or permits to attend FC Chamber meetings, functions, or events held at or by the FC Chamber in both public or private locations (“Events”); and

WHEREAS, FC Chamber would not invite or permit participation of Member or Member Representatives in Events if Member was not also in compliance with Requirements; and

WHEREAS, Member desires its Member Representatives to participate in or attend FC Chamber Events; and

WHEREAS, Member, in consideration of FC Chamber’s allowance of Member Representatives to attend or participate in Events, agrees to indemnify and defend FC Chamber from any claim or demand asserted by any Member Representative against FC Chamber related to COVID-19.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, FC Chamber and Member agree as follow:

1. **Indemnification and Release.** Member voluntarily and fully assumes all risks related in any way to COVID-19 for its Member Representatives for the Member Representative’s attendance or participate in Events. Member hereby irrevocably and forever agrees to indemnify, defend, and hold harmless FC Chamber, its employees, officers, directors, shareholders, agents, parent, subsidiary and affiliated companies,

insurers, benefit plans, members, successors, and assigns (collectively, “Released Parties”), jointly and severally, in their individual and agency capacities, from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from, or related in any way to, any claims made by or on behalf of any Member Representative for bodily injury, death, loss of use, monetary loss, or any other injury from or related to COVID-19. Member hereby releases, waives and discharges any claims, demands, damages, expenses, losses or liabilities (including attorney fees) against the Released Parties for any injury, illness, death or monetary loss relating in any way to COVID-19 in connection with the Events. The obligations under this paragraph survive after discontinuation or expiration of the Member’s membership in the FC Chamber.

2. **Member’s Obligations and Acknowledgment of Safety Measures.** Prior to attending or participating in Events, Member agrees to train all Member Representatives on the symptoms associated with COVID-19 and will immediately implement all Requirements to limit or prevent the spread of the COVID-19 virus. Member will fully implement Requirements such as, if applicable, health screening and isolation protocols relative to all Member Representatives. Member will also require all Member Representatives attending or participating in Events acknowledge COVID-19 safety measures in writing.

In addition to such efforts, Member will not permit any Member Representative to attend or participate in Events, and will instruct all Member Representatives in writing not to attend or participate in Events, if the Member Representative:

a) is experiencing any symptoms of COVID-19 related illness as described by the CDC (which can be mild to severe and can include fever, cough, fatigue, shortness of breath, temporary loss of taste, digestive symptoms such as diarrhea or loss of appetite) in the most recent 14 days;

b) is directed by a health care professional or public health official to self-quarantine due to a suspected or confirmed case of the COVID-19 virus by anyone with whom the Member Representative has had close or household contact (within 6 feet) in the most recent 14 days; or

c) has tested positive or been in close or household contact (within 6 feet) with anyone testing positive for the COVID-19 virus within the most recent 14 days;

Member will immediately notify FC Chamber through its designated contact person if any Member Representative that attended or participated in an Event has or reports any of the above conditions. Member will fully and promptly cooperate with FC Chamber in any contact tracing as requested by FC Chamber in such circumstances. Member agrees and warrants that at all times when Member Representatives are attending or participating in Events, Member Representatives will wear all appropriate and required face coverings, gloves and other personal protection equipment (collectively “PPE”) as then required by

applicable law or regulation, emergency orders, and/or as recommended by the CDC and OSHA guidelines relative to the COVID-19 virus. Member agrees to provide and maintain all PPE for Member Representatives in good working order. Member agrees that nothing in this Agreement shall prevent FC Chamber from conducting its own screenings or inquiries of Member Representatives at or during an Event for the purposes of preventing the spread of Covid-19, independent of Member and Member Representative obligations herein, and that no such screenings or inquiries by FC Chamber shall affect or alter Member or Member Representative obligations herein.

3. **Workers' Compensation and Insurance.** Member agrees that it is Member's sole obligation to obtain and maintain appropriate and/or required workers' compensation insurance or other liability insurance relative to Member Representatives attendance or participation in Events. Member warrants and agrees that Member Representatives are not employees of FC Chamber and that Member has all appropriate and required workers compensation insurance, unemployment insurance, and liability insurance.

4. **Governing Law/Jurisdiction.** This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Colorado without giving effect to conflicts of law. The exclusive venue for any action or proceeding arising out of or in connection with this Agreement or the Events shall be in the applicable State or Federal court located in Colorado and Larimer County, Colorado, and each party hereby waives any objection it may have to such venue, including, without limitation, an objection based on the assertion that this venue is an inconvenient forum. Each party also expressly waives any claim to a trial by jury to the fullest extent permitted by applicable law.

5. **Entire Agreement, Severability and Modification.** Except for the Membership Agreement with the FC Chamber, this written Agreement contains the entire agreement between the parties, and supersedes any prior written oral understandings or promises concerning the subject of this Agreement. The waiver of a breach of any term of this Agreement does not operate as a waiver of any other or subsequent breach. This Agreement is binding on Member, its affiliates and all respective successors and assigns, personal representatives and heirs. The rights under this Agreement may not be assigned by Member to anyone. Any ambiguity in this Agreement will not be construed presumptively against any party. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provisions shall be considered removed from this Agreement and the remaining provisions will continue in full force and effect to the fullest extent permitted by law. No modification of this Agreement is enforceable except in a writing signed by Member and Fort Collins Area Chamber Staff Liaison. The parties agree that no claims under this Agreement may be consolidated into a single proceeding or proceed as a class, collective action, or representative action and the parties hereby waive any right to relief to a class or group of employees.

6. **Execution and Authority.** This Agreement may be executed in counterparts, and copies of signatures shall be treated as originals for all purposes. Fax and electronic

signatures will be binding on all parties and each such signed copy constitutes an original. By signing, Member's agent acknowledges and represents that he/she has read the foregoing Agreement, understands it and signs it voluntarily, and is authorized by Member to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date signed by the Member.

Member

Member's Printed Name, Title and Phone Number:

Date: _____

Fort Collins Area Chamber of Commerce

By: _____

Printed Name: _____

Title: _____