

## **RELEASE, WAIVER AND COVENANT NOT TO SUE**

Event: Samaritan 2020 Drive for a Good Cause

Event Date: 10/5/2020

Activities: Golf Tournament

Event Location: Little Mill Country Club (Marlton, NJ)

THE UNDERSIGNED hereby acknowledge that Lexus, a division of Toyota Motor Sales, U.S.A., Inc. ("TMS/USA") has agreed to provide promotional funding and other materials and services to Samaritan Healthcare and Hospice ("Charity"), in order to support its organization and administration of certain activities ("Activities"), and that THE UNDERSIGNED will benefit from being permitted to participate in such Activities. THE UNDERSIGNED further understand that TMS/USA's agreement to support Charity's involvement with the Activities is conditioned upon the execution of this Release by all participants. Therefore, in consideration of being permitted to prepare for, participate in, to work for, or in any other way be involved for any purpose with the Activities, THE UNDERSIGNED, FOR HIS/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS UNCONDITIONALLY AND VOLUNTARILY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ANY AND ALL SPONSORS (AS HEREINAFTER DEFINED) FROM ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE WHICH THE UNDERSIGNED, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE, AS A RESULT OF HIS/HER PARTICIPATION IN SUCH ACTIVITIES.

The term "Sponsors" shall mean and include Lexus, Lexus Champions for Charity, and Lexus of Cherry Hill, and its officers, shareholders, directors, agents, representatives and employees; Toyota Motor Sales, U.S.A., Inc., and its parent, subsidiaries and affiliated companies, and their agents, employees, directors, officers, representatives, shareholders; participants; Charity; sponsors; advertisers; and the owners and lessees of the premises to be used to conduct the Activities.

THIS RELEASE, WAIVER AND COVENANT NOT TO SUE IS INTENDED TO DISCHARGE IN ADVANCE THE SPONSORS FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF, OR CONNECTED IN ANY WAY WITH PARTICIPATION BY THE UNDERSIGNED IN THE ABOVE-DESCRIBED EVENT, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT ON THE PART OF SPONSORS.

THE UNDERSIGNED UNDERSTAND THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING GOLFING, AND THAT PARTICIPANTS IN SUCH ACTIVITIES CAN SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES AND/OR PROPERTY DAMAGE AS A CONSEQUENCE THEREOF. KNOWING THE RISKS OF PARTICIPATING IN SUCH ACTIVITIES, NEVERTHELESS, THE UNDERSIGNED HEREBY AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE WHICH OCCURS WHILE PARTICIPATING IN OR IN ANY OTHER WAY INVOLVING THEMSELVES WITH THE EVENT. THE UNDERSIGNED FURTHER AGREE TO RELEASE AND HOLD HARMLESS SPONSORS WHO, THROUGH THEIR NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT, MIGHT OTHERWISE BE LIABLE TO THEM, THEIR PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS, FOR DAMAGES.

EACH OF THE UNDERSIGNED EXPRESSLY AGREES THAT THE FOREGOING RELEASE, WAIVER AND COVENANT NOT TO SUE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE IN WHICH THE EVENT IS CONDUCTED AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

This Release, Waiver and, Covenant Not To Sue embodies the entire agreement with respect to the matters involved herein and supersedes any previous or contemporaneous negotiations or agreements with respect to such matters. EACH OF THE UNDERSIGNED AGREES THAT NO PROMISE OR INDUCEMENT HAS BEEN OFFERED EXCEPT AS HEREIN SET FORTH, AND THAT THIS RELEASE, WAIVER AND COVENANT NOT TO SUE HAS NOT BEEN EXECUTED BASED UPON STATEMENTS OR REPRESENTATIONS BY ANY PERSON OR ENTITY OTHER THAN THOSE SET FORTH HEREIN.

This Release, Waiver and Covenant Not To Sue shall be construed and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles therein.

EACH OF THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS CAREFULLY READ, FULLY UNDERSTANDS AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER, AND COVENANT NOT TO SUE, AND UNDERSTANDS COMPLETELY ALL THE TERMS USED AND THEIR SIGNIFICANCE. THE UNDERSIGNED HAVE BEEN ADVISED TO CONTACT AN ATTORNEY PRIOR TO EXECUTION HEREOF.

Print Name

Signature

---

---

Date

---