

**Release and Waiver of Liability and Indemnification Agreement  
("Release")**

In consideration of being permitted to participate in the SkyOne Business Mixer on October 23, 2023 (the "**Mixer**"), I, \_\_\_\_\_, hereby release, waive, discharge SkyOne Federal Credit Union (the "**Credit Union**"), its parents, subsidiaries and other affiliates, officers, agents, and/or employees ("**Releasees**") from any and all liability, claims, demands, actions, and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in Mixer, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, or otherwise, and covenant not to sue the Releasees based on the same.

I understand that the Credit Union does not require me to participate in the Mixer. I assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I or my property may sustain as a result of being engaged in the Mixer, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I understand that alcohol may be served at the Mixer, and I acknowledge that the Credit Union requires me to act responsibly, and in compliance with all laws, during and on the way to and from the Mixer with regard to my alcohol consumption.

I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the Mixer, whether caused by the negligence of the Releasees or otherwise.

It is my express intent that this Release bind my family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

I understand that I may later discover claims or facts that may be different than, or in addition to, those which I now know or believe to exist with regards to the subject matter of this Release Agreement, and which, if known at the time of signing this release, may have materially affected this Release Agreement or my decision to enter into it. Nevertheless, I hereby waive any right or claim that might arise as a result of such different or additional claims or facts.

I HAVE BEEN MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS, AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES:

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

I further covenant and agree that this Release shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in California and the federal or state courts of California. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority and have signed under my own free will.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME