

## **EAST BAY MOTORSPORTS INC.**

### **Emergency Critical Infrastructure Worker Disclosure and Waiver**

#### **FOR IN-STORE SALES TO CRITICAL INFRASTRUCTURE WORKERS BY APPOINTMENT ONLY**

I understand that on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents to stay home and for businesses to cease on-site operation, except as needed to maintain continuity of operations of essential critical infrastructure sectors. I understand that EAST BAY MOTORSPORTS INC. is conducting in-person, in-store sales on an emergency basis in order to meet the transportation needs of Emergency Critical Infrastructure Workers and others. I hereby certify that I am making an in-person, in-store appointment in order to meet the transportation needs of an Emergency Critical Infrastructure Worker or for an emergency purpose as follows (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Healthcare/Public Health                  | <input type="checkbox"/> Community-Based Government and Essential Functions |
| <input type="checkbox"/> Emergency Services                        | <input type="checkbox"/> Critical Manufacturing                             |
| <input type="checkbox"/> Food and Agriculture                      | <input type="checkbox"/> Hazardous Materials                                |
| <input type="checkbox"/> Energy                                    | <input type="checkbox"/> Financial Services                                 |
| <input type="checkbox"/> Waste and Wastewater                      | <input type="checkbox"/> Chemical   |
| <input type="checkbox"/> Transportation and Logistics              | <input type="checkbox"/> Defense Industrial Base                            |
| <input type="checkbox"/> Communications and Information Technology | <input type="checkbox"/> Other Emergency                                    |

I understand that though the dealership is taking reasonable precautions to prevent the spread of COVID-19, the dealership cannot ensure that no transmission of the virus will take place during or as a result of the appointment or vehicle sale. I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against EAST BAY MOTORSPORTS INC., its officers, employees, agents, affiliates, successors, and assigns (together "Releasees"), arising out of or attributable to my decision to attend an in-person, in-store appointment or to purchase a vehicle while Executive Order N-33-20 is in effect, whether arising out of the ordinary negligence of any Releasees or otherwise. I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

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.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE