

# **Kalona Cooperative Technology Company**

## **Coronavirus/COVID-19**

### **Risk Disclosure, Waiver and Release**

#### **OVERVIEW**

Kalona Cooperative Telephone Company d/b/a Kalona Cooperative Technology Company (the “**Company**”) is closely monitoring the active Coronavirus/COVID-19 pandemic and its impact on the communities we serve. To keep our customers, employees, and families safe, the Company is following the Iowa Department of Public Health (IDPH) and Centers for Disease Control (CDC) guidance for our business operations. In addition, we are monitoring information from local health agencies and healthcare providers. To best protect our employees, we have implemented workplace controls and protocols based on guidance issued by IDPH, CDC and the Occupational Safety and Health Administration (OSHA).

***Symptoms and Asymptomatic Carriers:*** Infection with SARS-CoV-2, the virus that causes COVID-19, can cause illness ranging from mild to severe and, in some cases, can be fatal. Symptoms of infection typically include fever, cough and shortness of breath. Some people infected with the virus have reported experiencing other non-respiratory symptoms. Other people, referred to as asymptomatic carriers, have experienced no symptoms at all. According to the CDC, symptoms of COVID-19 may appear in as few as 2 days or as many as 14 days following initial exposure.

***How COVID-19 Spreads:*** Infected people — including asymptomatic carriers — can spread the virus to other people. The virus is thought to spread mainly from person-to-person, including:

- People who are in close contact with one another (within about 6 ft.).
- Through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in or near the mouths or noses of people who may be nearby or possibly be inhaled into the lungs.

It may also be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes.

***Infection Prevention Measures:*** The Company has implemented and continues to adhere to policies and protocols designed to combat the spread of Coronavirus/COVID-19. Our practices include strict health and personnel hygiene protocols, strict social distancing measures and prompt identification and isolation of potentially infectious individuals. When feasible and available, we provide our employees with appropriate forms of personal protective equipment. **Notwithstanding our policies and protocols, we are unable to guarantee that our employees have not been exposed to the virus.** Based on the risks known to us at this time, we are suspending any non-essential, in-person service calls unless the customer requesting service is willing to sign the attached Risk Disclosure, Waiver and Release.

## **RISK DISCLOSURE**

As a condition of the Company's employees entering the service premises, and as part of the attempt to control community transmission of COVID-19, the undersigned individual or entity ("**Customer**") (including, if Customer is an entity, an authorized officer or similar representative with authority to legally bind the entity) hereby certifies as follows:

- All persons at the service premises are following personal health and hygiene practices for households or businesses (as applicable), recommended by the CDC to prevent the transmission of COVID-19;
- Neither Customer nor, to Customer's knowledge, any other person at the service premises has a temperature over 100.4 degrees or any other active symptoms of COVID-19;
- Neither Customer nor, to Customer's knowledge, any other person at the service premises:
  - has been in close contact (defined as being within 6 ft. for more than 2 minutes at a time) with a person who is COVID-19 positive or presumptive positive in the last 14 days; or
  - has traveled internationally or domestically (outside of Iowa) in the last 14 days.

In the event anyone at the service premises becomes ill with COVID-19 or active symptoms of COVID-19 within the next 14 days, Customer will contact the Company to report the situation. The purpose of this notification is to allow the Company to inform potentially exposed employees and to take appropriate remedial actions such as heightened self-monitoring, self-isolation or quarantine of potentially exposed individuals. Individual privacy will be protected, and no costs will be assessed to the Customer.

## **WAIVER AND RELEASE**

1. Customer **ACKNOWLEDGES** that he, she or it is aware that Coronavirus/COVID-19 is a respiratory illness, believed to spread through respiratory droplets between people in close proximity (6 ft. or less) and through touching infected surfaces and then touching one's own mouth, nose or eyes. Customer understands there is risk of individuals who otherwise look and feel healthy spreading the virus to others. Customer understands that the Company cannot guarantee that its employees are not infected with the virus that causes COVID-19. Customer understands that current CDC guidance is to wear a face mask and maintain social distancing during any interaction with others.

2. Customer has been **FULLY INFORMED** of the heightened risks associated with in-person contact with the Company's employees, including the risk that the virus could spread from a Company employee to the Customer, family members or guests in the Customer's household or to employees, customers or other third parties in the Customer's place of business. Notwithstanding these risks, Customer has requested that the Company perform an in-person service visit and related work at the Customer's service premises. Customer fully understands and fully accepts these risks. As a condition of the Company performing an in-person service visit, Customer is signing this waiver and release with the intent that Customer (including his, her or its successors and assigns) shall be legally bound by the terms hereof.

3. Customer acknowledges and voluntarily ASSUMES FULL RESPONSIBILITY FOR, AND FULL RISK OF, illness or other bodily, mental, or personal injury or death (including illness, injury or death involving Customer or Customer’s family members, guests, employees or other third parties present now or in the future at Customer’s service premises), arising out of, resulting from, relating to, or caused by any transmission of Coronavirus/COVID-19 in connection with the requested in-person service visit (any such transmission, a “**Covered Event**”).

4. To the fullest extent permitted by law, Customer hereby AGREES AND PROMISES NOT TO SUE and hereby AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, the Company, its subsidiaries and its and their respective officers, directors, shareholders, employees, agents, contractors and insurers (together with their respective personal representatives, heirs, next of kin, predecessors, successors and assigns collectively, the “**Covered Persons**”), from and against any and all damages, losses, penalties, liabilities, costs, attorney’s fees and expenses of any nature, and any demands, claims, suits and causes of action therefore (including without limitation claims made by Customer’s family members, guests or employees), arising out of, resulting from, relating to, or caused by any Covered Event. The Covered Persons are intended third party beneficiaries of this waiver and release.

5. Customer acknowledges that Customer has been informed by the Company that this waiver and release constitutes a material inducement upon which the Company is relying in performing the requested in-person service visit. Notwithstanding the preceding, the Company reserves the right to refuse, limit or terminate the in-person service visit at any time if the Company or its employee deems, in its, his or her sole discretion, that continued in-person contact between the Customer and the employee creates an undue risk of illness, injury or death to Customer or to the employee; provided that neither the Company nor its employee is assuming any legal, contractual or other duty to refuse or terminate the service visit.

**WARNING - THIS IS A FULL RELEASE OF CERTAIN CLAIMS - READ BEFORE SIGNING**

The undersigned Customer, intending to be legally bound, is signing this Risk Disclosure, Waiver and Release, as of the date set forth below.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_