

✓

DRAKE SOFTWARE TAX UPDATE SCHOOLS AND EVENT RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below ("I" or "me") desires to attend a software training, tax update school or other in-person event ("**Event**") hosted by Drake Software, LLC, a North Carolina limited liability company ("**Drake Software**"). In consideration of the value I will gain from participating in the Event and in recognition of Drake Software's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware of the contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19), and the risk that I may be exposed to or contract COVID-19 or other infectious diseases by participating in the Event. I understand and acknowledge that such exposure or infection may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Drake Software employees and other attendees of the Event. I understand that while Drake Software has implemented preventative measures designed to reduce the spread of COVID-19, Drake Software cannot guarantee that I will not become infected with COVID-19 or other infectious diseases while attending the Event and that attending the Event may increase my risk of contracting COVID-19. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT AND I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS RELATED TO COVID-19 OR OTHER DISEASE, ARISING FROM MY ATTENDANCE OR PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF DRAKE SOFTWARE OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against Drake Software, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to my attendance and participation in the Event, whether arising out of the ordinary negligence of Drake Software or any Releasees or otherwise. I covenant not to make or bring any such claim against Drake Software or any other Releasee, and forever release and discharge Drake Software and all other Releasees from liability under such claims. This Release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that North Carolina law does not permit to be released by agreement.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance. I will comply with all such orders, directives, and guidelines while attending the Event, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of Drake Software while attending the Event. I confirm that I am not experiencing symptoms of COVID-19 (such as fever, chills, cough, shortness of breath/difficulty breathing, fatigue, muscle aches, headache, loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, pale or blue-colored skin, lips or nail beds), do not have

a confirmed or suspected case of COVID-19, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19.

4. I will defend, indemnify, and hold harmless Drake Software and the other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party due to my attendance or participation in the Event, including any claim related to my own negligence or the ordinary negligence of Drake Software.

5. This Release constitutes the sole and entire agreement of Drake Software and me with respect to the subject matter contained herein. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Drake Software and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the state courts located in Macon County, North Carolina or the U.S. District Court for the Western District of North Carolina and I hereby consent to the exclusive jurisdiction of such courts.

BY REGISTERING AND ATTENDING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE DRAKE SOFTWARE.