

Coronavirus/COVID-19 Risk Disclosure, Waiver and Release

RISK DISCLOSURE

As a condition of Minburn Telephone Company and subsidiaries d/b/a Minburn Communications (the “**Company**”) - Company 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: _____