

EXHIBIT B

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS RELATED TO CORONAVIRUS/COVID 19

The Huntsville Museum of Art Guild, (“Licensee”) has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West for specific days and times May 5 – 9, 2022, for the UNFRAMED: Off to the Races event, including set up and take down, and executes this document as further consideration for the use of the said facilities.

Coronavirus Disease 2019 (“COVID-19”) is present in Alabama and constitutes a public health emergency. The State Board of Health has designated it to be a disease of epidemic potential and a threat to the health and welfare of the public.

While medical knowledge of COVID-19 is evolving, the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, permanent disability, and even death.

Although the City of Huntsville (“City”) has put into place various preventive measures to reduce the spread of COVID-19, it cannot prevent Licensee or Licensee’s guests and other persons present at the Event (“attendees”) from being exposed to, contracting, or spreading COVID-19 while utilizing the City’s services and Facilities for the Event. It is not possible to prevent the presence of the disease. Licensee agrees to take all reasonable precautions for the safety of attendees and shall provide all effort to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee’s utilization of the City’s services and Facilities.

Licensee releases, absolves, and exonerates; covenants not to sue; and agrees to indemnify and hold harmless the City of Huntsville and all of its services, Facilities and grounds, its directors, officers, agents and employees against any and all liability, losses, claims, demands, actions, debts, expenses and causes of action of every name and nature for personal or bodily injury (including any resulting death), or other damages which may be sustained by any person, resulting from the exposure, infection, and/or spread of COVID-19, during, as a result of, incident to, or in any way arising out of the use of the Facilities. Said indemnification shall include but not be limited to reasonable attorney’s fees and all court costs. This indemnification shall survive the Date of Event or earlier termination of this Agreement.

Licensee agrees to comply with any mandates of Alabama’s Governor, State Health Officer, and/or the Alabama Department of Public Health with regard to COVID-19. In addition, Licensee agrees that attendees of Licensee’s Event will be required to observe practices in keeping with State guidelines. Licensee understands and agrees that the law of the State of Alabama will apply to this agreement.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Huntsville Museum of Art Guild

Printed Name

Signature

Date