

ASSUMPTION OF LIABILITY AGREEMENT

This agreement, dated as of this ___ day of _____ 20___, by and among _____, a company incorporated and registered in _____ (the “Assumptor”) and _____, an employee or contractor of or to Assumptor, resident in _____ (the “Assignor”) and responsible to Assumptor in consideration of payment for services

RECITALS

- A. The Assignor is the current employee or contractor of Assumptor and therefore responsible to the Assumptor;
- B. Assumptor has made, as a condition of employment or remuneration for work to be completed by Assignor, that Assignor undertake EXPERIMENTAL GENE THERAPY INJECTIONS, which are colloquially known as “Covid Vaccines;”
- C. Assignor is unwilling to accept the risks, monetary and medically associated with the Experimental Gene Therapy Injections; and Assumptor has made the receipt of such Injections a condition of Assignor’s employment or remuneration;
- D. In order to accommodate Assumptor, Assignor is willing to exchange the risks, financial, medical and otherwise (the “obligations”), with Assumptor as consideration for the Injections subject to terms stated herein; and
- E. Assumptor is willing to assume all said risks, liabilities and damages caused to Assignor by Assumptor’s requirements for remuneration;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereby agree as follows:

1. Definitions

For the purposes of this Agreement, the terms listed below shall be defined as follows:

“Assignment” means the transference, for consideration, from Assignor to Assumptor all of the liabilities, including but not limited to: costs, bills, invoices, economic hardship, lost wages, disability compensation, medical tests and procedures, burial expenses, damages, loss of consortium, risk of loss of life, wrongful death and any other hardship whatsoever caused, directly or indirectly, by the Injections mandated by Assumptor;

“Assignor” means the person transferring the risk of losses as afore stated to the Assumptor or Assumptors if joint and several liability is assigned in return for continued

employment or remuneration as a requirement imposed by Assumptor of any contract or continued economic relationship with Assumptor;

“Assumptor” means the legal or natural person, or both, jointly and severally, who assumes the Assignment from Assignor as the person or legal body accepting the assumption of the risks and consequences identified herein;

“Injection” means an experimental or Emergency Use Authorization (per federal statute) injectable substance that is delivered by any methodology including but not limited to: oral, cutaneous, nasally, intramuscularly, subcutaneously or otherwise; and includes all forms of drugs or substances delivered in relation to the treatment of SARS-Cov-2, Covid, Covid 19, Coronavirus or any such name or designation by any regulatory or authoritative body in or with authority over this jurisdiction.

“Statute” means the prevailing and applicable laws in force in the jurisdiction where this Agreement is made, interpreted or litigated;

“Transfer” or “Transferring” means the assumption, gift, bequest, exchange, assignment, mortgage, pledge, encumbrance, with or without consideration or any other disposition regarding the risks, whether voluntary or involuntary, of any nature whatsoever or any interest therein.

“Waiver” means the giving-up of all rights and benefits to any interest set-off or indemnification as it relates to this Agreement;

2. Assumptor’s responsibilities to the Assignor; Limitation on Liability; Indemnification

(a) As a compulsory condition of the employment agreement or contract for services (oral or written) provided by Assignor to Assumptor in relation to the acceptance of the risk of loss and damages resulting from the mandate requiring Assignor to receive the Injection or Injections, Assumptor confirms the following:

- (i) Understands the potential costs, damages, monetary loss and duration of said losses caused to Assignor as a function of requiring said Injections as a condition of the employment agreement;
- (ii) Recognizes that said damages to Assignor may be permanent and continuing for the remainder of Assignor’s life;
- (iii) Understands damages may include unforeseen and incalculable payments to third parties for, inter alia, medical care, loss of income, damages and loss of consortium;

- (iv) Agrees that such costs, damages, expenses and third party liabilities are unknown at this time and is willing to Assume all such liabilities whatsoever and when so ever suffered hereafter;
- (v) Agrees that life or medical insurance may be impossible to acquire and/or events or conditions relating to the effects of the Injection may be excluded from insurance coverage, such that Assumptor shall step into the shoes of any such insurer and act in their stead to replace and be liable for any lost coverage or loss of benefits resulting directly or indirectly from the Injection, including but not limited to any Life Insurance proceeds payable and due upon Assignor's death;
- (vi) Pay any and all costs, fees or other expenses associated with such Assumption and agreeing in advance that all bills, costs, indemnifications and recoveries by the Assignor or any third party are reasonable in the form and amount presented; and
- (vii) Further agrees that replacement income, by itself, is insufficient to make up for the loss of Assignor to their family and dependents, such that an immediate and minimum payment, in addition to all other payments and liabilities, in the amount of \$100,000 per dependent shall be due immediately upon the death of Assignor if Assignor shall die directly or indirectly within two years of the first such Injection; and such death shall be presumed to have been caused in whole or in part by the Injection;
- (viii) Hereby waives any right to non-payment and confesses liability forever more for all such bills, invoices, damages no matter how calculated or presented by a related or unrelated party to Assignor whether they are known or unknown at this time

(b) Limitation on Liability. Assignor shall have no liability as such for any debts, obligations or liabilities of any party or third party, whether arising in tort, contract or otherwise, solely by reason of being mandated to receive said Injection.

(c) Indemnification. The Assumptor (person) executing this Agreement and Assumptor's company, entity, trade, business or association shall jointly and severally indemnify Assignor from and against any and all claims, demands, costs, expenses or causes of action, to the fullest extent permitted by law, arising out of any consequence of the Injection being mandated by Assumptor and all repercussions, economic and otherwise thereafter as may befall Assignor, their heirs, assigns, executors and family or dependent persons including wrongful death and other tort

liabilities whatsoever without regard to the contributory or third party liability of other actors involved in the manufacture, delivery, provision, distribution or otherwise of any other Party relating to the mandated Injection regardless of intentional wrong doing, fraud, negligence or malpractice.

3. Assignment

(a) The Assumptor agrees to accept all liabilities embodied herein or foreseeable without set-off, recourse or any other claim whatsoever.

(b) The Assumptor agrees that all third parties shall have the right to rely upon this Agreement for collection of debt, costs, expenses, damages or otherwise and Assumptor hereby waives any right to dispute any such liability as presented by any third party as contemplated herein.

4. Termination of the Employment

(a) Assumptor agrees and understands that condition of employment or compensation may cause Assignor to be unable to perform further work for Assumptor due to the risks of the Injection being experimental and not an authorized drug or medicine for sale or use by the FDA or any other government body similar thereto and that should Assignor be unable to perform their duties contracted thereafter, Assumptor agrees to maintain compensation to Assignor as though they were a full time employee with full benefits and retirement or pension compensation as though they remained able to work for the longer of the: 1) duration of the contract or employment agreement; or 2) the maintenance of Assignors position or function within the Assumptor's business; or 3) until Assignor reaches age 72.5 years of age; unless said Injection should cause, directly or indirectly, the premature death of Assignor in which case the minimum damages Assumptor confesses is the full compensation as afore stated to age 72.5 of the employee as compensatory damages, in addition to any other costs, damages, expenses or third party liabilities may arise.

(b) The Assumptor shall fully cooperate with the Assignor to cover, pay, assume liability for or finalize any matters related hereto, including post-mortem activities with any executor, trustee or other person responsible for the creation, maintenance or disposition of the Assignor's estate.

5. Non-Disclosure

Assumptor agrees and understands that an integral part of this Assumption of Liability Agreement requires Assignor to disclose the Agreement's existence to third parties and other interested persons and that Assumptor shall have no expectation of privacy as it relates to this Agreement or any actions or activities that may arise hereafter; and Assumptor specifically confesses that all matters arising from the mandatory Injection, including but not limited to: publicity, adjudication, collections and third party knowledge generally shall be expected consequences arising from this Agreement and as such waives any rights of confidentiality or privacy as it relates to this Agreement or any terms or consequences thereafter.

6. Representation

(a) The Assumptor represents and warrants that:

(i) Assumptor is the current person with authority to bind the Company, entity or association mandating the Injection of Assignor;

(ii) Assumptor has full power and authority to enter into this Agreement and such agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

(iii) Assumptor agrees and understands that this Agreement contemplates and assigns joint and several liability among the person executing this Agreement and the shareholders, owners, participants, executives, directors and officers of the Assuming entity;

(iv) Assumptor has had the time and ability to seek legal counsel or has sought legal counsel in advance of executing this Agreement and forever after waives any such defense to damages or consequences as stated herein;

(b) Assignee represents and warrants that:

(i) Assignee has full power and authority to enter into this Agreement, and such agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

(ii) Assignee will comply with each and all of the terms and conditions of this Agreement;

(iii) Assignee would not normally expose themselves to this kind of risk relating to an experimental injection or drug and that they are solely doing this Injection as a mandatory condition of their employment or remuneration for services provided to Assumptor;

(iv) Assignee does not independently seek to nor accept the risks associated with receiving the proposed Injection and is solely undertaking this act upon the insistence of the Assumptor and on the condition that Assumptor assumes all liability whatsoever as a result, consequential or not, directly or indirectly, as a result of this Injection mandated by Assumptor.

7. Waiver and Modification

This Agreement may be modified or terminated only with the express written consent of the Parties; provided that any such change shall become effective only when reduced to writing and properly signed by both Parties hereto.

8. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, insureds, heirs, executors, administrators, successors, permitted assigns and transferees and the parties hereto agree for themselves and their respective heirs, executors, administrators, successors, permitted assigns and transferees to execute any instruments which may be necessary or proper to carry out the purposes and intent of this Agreement. This Agreement, its terms and obligations, shall survive the demise of the Assignor and continue for a period of not less than up to age 72.5 of the Assignor and shall enure for the benefit of their heirs, assigns, representatives, obligees, executors and dependents.

9. Notices

All notices sent under this Agreement shall be in writing and delivered by prepaid express courier. Notices shall be sent to the parties at the following addresses or such other addresses as the parties subsequently may provide:

If to the Assumptor:

If to the Assignor:

10. Term

The term of this Agreement shall commence on the date hereof and shall continue until the all material liabilities associated hereto or arising here from are disposed with finality.

11. Governing Law

This Agreement shall be construed under and governed by the laws of _____. In the event that any provision is found to contravene said law, then such provision shall be deemed to the least extent possible to be stricken from the Agreement so that the objects and purposes of this Agreement will remain valid and enforceable.

12. Entire Agreement; Severability

This Agreement constitutes the entire agreement among the parties and supersedes any prior agreements among the parties, whether written or oral, relating to the subject matter

hereof. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in whole or in part, such invalidity will not affect any otherwise valid provision and all other valid provisions will remain in full force and effect. The parties agree that the provision that is deemed invalid, illegal or unenforceable, in whole or in part, will be revised (or this Agreement if necessary will be revised) to achieve its intended effect to the maximum extent permitted by law. The parties further agree that this Agreement shall modify the terms and conditions (including but not limited to, the rights and obligations) set forth in the employment agreement or contract for services between the Parties and to the fullest extent permitted by law and Assumptor hereby confesses jurisdiction to any Court of competent jurisdiction over the subject matter herein and forever waives any defense, procedural or otherwise of forum non conveniens or any similar such law.

13. Counterparts; Facsimile Execution

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument. Facsimile execution and delivery of this Agreement shall constitute legal, valid and binding execution and delivery for all purposes.

14. Specific Performance

Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in the courts of competent jurisdiction as having jurisdiction over the parties and the subject matter, in addition to any other remedy to which they may be entitled, at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Assignor:
Name:
Title:

By:

Assumptor
Name:
On Behalf of:
Title:

WITNESS