

# **Waiver of Liability and Indemnity Related to COVID-19**

## **Warning**

*NCPN, an organization of the Center for Occupational Research and Development (CORD), has taken enhanced health and safety measures—for you, other attendees, exhibitors, and staff. You must follow all posted instructions while visiting NCPN events and activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in NCPN events and activities brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and all posted instructions while visiting NCPN events and activities. I understand, agree and hereby consent that my failure or disregard to follow all protocols in effect and required by NCPN, CORD, CDC, the venue provider and governing authorities during my attendance at NCPN CONNECT 2022 is hereby sufficient grounds to be excluded from attending the event by NCPN or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by NCPN or an event authority due to my refusal to follow said protocols.*

## **Assumption of Risk**

*I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend NCPN CONNECT 2022 and enter into the conference premises. The conference is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.*

*I also agree to comply with the COVID-19 protocols that are currently in place at the time of NCPN Connect 2022 according to the requirements of the city of Atlanta and the State of Georgia.*

## **Waiver, Release, and Indemnification**

As a condition of my participation in this meeting or event, I, do hereby expressly waive any rights against and release and hold harmless CORD and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively "CORD") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19.

**I shall defend, indemnify, and hold harmless CORD and all 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 attorney fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES CORD FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF CORD OR ANY THIRD PARTY. I ALSO UNDERSTAND AND AGREE THAT CORD DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF MY PARTICIPATION IN A NCPN/CORD EVENT, I AGREE TO RELEASE AND HOLD HARMLESS CORD IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

### **NCPN/CORD Transfer Policy**

*If another individual participates in my place per NCPN's transfer policy, I understand that the new registrant must agree to this disclaimer and waiver in writing. I agree to assist in securing a signed waiver from the individual participating in my place should a transfer/substitution become necessary.*

### **Choice of Law and Venue**

*I understand and agree that the law of the State of Texas will apply to this contract and the Venue for any legal action would be in McLennan County, Texas.*

**BY COMPLETING THE REGISTRATION FOR THIS EVENT, I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_