

COVID-19 ACKNOWLEDGEMENT, WAIVER AND RELEASE

NAME: _____ (hereafter "Attendee")
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____
EVENT DATE: _____

1. The Attendee named above hereby affirms and acknowledges that the Attendee fully understands the hazards and risks associated with travel to and from the event for which the Attendee is registering, including lodging and participation in the event, given the COVID-19 pandemic. The inherent risks and hazards include but are not limited to catching or transmitting the virus or other communicable disease. By signing this agreement, Attendee acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Attendee may be exposed to or infected by COVID-19 associated with travel to and from, lodging at and participation in the event and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Attendee understands that the risk of becoming exposed to or infected by COVID-19 while traveling to or from, lodging at and participating in the event may result from the actions, omissions, or negligence of Attendee himself or herself and others.

2. The Attendee understands that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness or injury.

3. In consideration of the Attendee's desire to participate in the event, Attendee hereby voluntarily agrees to accept all of the foregoing risks and hereby waives, covenants not to sue, releases and forever discharges any and all claims for personal injuries, illnesses, property damage or loss that Attendee may have against ABCUSA and its directors, officers, members, agents, employees, contractors, representatives and volunteers in any way associated with the employer ("Releasees") that may arise directly or indirectly, foreseeably or unforeseeably, from the Attendee's travel to or from, lodging at or participation in meetings associated with the event. Attendee understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of ABCUSA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after travel to or from, lodging at or participation in the event.

4. The Attendee represents that the Attendee has been advised by ABCUSA to follow publicly available information from the Centers for Disease Control and Prevention (CDC), along with applicable state and local authorities.

5. The Attendee acknowledges that the provisions of this Acknowledgment, Consent, and Release shall be binding upon the Attendee and his or her heirs, executors, administrators and assigns, and shall be governed by the laws of the State of Pennsylvania. The Attendee agrees that any legal action relating to or arising from this instrument shall be commenced exclusively in the courts of jurisdiction in Montgomery County, Pennsylvania.

6. Attendee acknowledges that the terms of this document shall be admissible in evidence as a binding legal agreement between the Attendee and ABCUSA. Attendee acknowledges that if a Court determines that part of this document is inadmissible that the remaining paragraphs shall remain in full force and effect.

7. Attendee acknowledges that, by entering into this agreement, Attendee is not relying on any oral or written representation or statements made by ABCUSA or any of the Releasees other than that set forth in this agreement.

I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.

ATTENDEE SIGNATURE:

DATE: _____