

## **Event Attendee Acknowledgement, Assumption of Risk, Waiver and Release of Liability Regarding COVID-19**

### **Safety Policy**

The National Center for Defense Manufacturing and Machining (NCDMM) continues to monitor Centers for Disease Control and Prevention (CDC) guidance and state and local policies during the COVID-19 Pandemic. The safety and well-being of attendees, exhibitors, and staff at events sponsored by NCDMM (collectively, Event Attendees) is NCDMM's top priority. NCDMM will endeavor to follow best practices and implement preventive measures to reduce the spread of the COVID-19 virus, and Event Attendees must follow all posted instructions while participating in NCDMM events. Despite these efforts, under no circumstances is NCDMM able to guarantee that Event Attendees will not become infected with the COVID-19 virus while attending NCDMM events. COVID-19 is extremely contagious and can lead to severe illness and death, and there is a risk of exposure to COVID-19 in any place where people are congregating.

Please carefully review the terms and conditions set forth below. By registering for and attending the NCDMM event, each Event Attendee is agreeing to these terms and conditions.

### **Acknowledgment**

Adherence to CDC Guidance and Event Instructions: While attending the event, I will follow CDC guidance and all posted instructions, and I acknowledge that my failure and/or refusal to follow such guidance and instructions may result in my being removed from the event without refund.

Certification Regarding Symptoms and Exposure: By registering for and attending the event, I certify (effective now and at the time of attendance) as follows:

- I am not currently experiencing or exhibiting, and within the past fourteen (14) days I have not experienced or exhibited, any symptoms associated with COVID-19 as outlined by the CDC, such as fever, cough, and shortness of breath;
- I have not traveled during the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19;
- I am not aware, nor do I believe, that I have been recently exposed to a person with a confirmed or suspected case of COVID-19; and
- I have not been diagnosed with COVID-19, or, if diagnosed, I have been cleared as non-contagious by applicable public health authorities or the health care team responsible for my treatment.

Duty to Self-Monitor: I agree to self-monitor for symptoms of COVID-19 (as described above) and, to contact NCDMM if I experience such symptoms within fourteen (14) days after participating in the NCDMM event.

Transfer of Registration: I agree that any transfer of my registration for the event to another individual who will participate in my place is conditioned upon the new registrant agreeing in writing to the terms and conditions set forth herein.

### **Assumption of Risk**

By registering for and attending the NCDMM event, I acknowledge the contagious and evolving nature of COVID-19, and I voluntarily assume the risk that I may be exposed to the virus and become infected as a result. The NCDMM event is of such value to me that I accept the risk of being exposed to, contracting, and spreading COVID-19 in order to attend. I understand that, while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, and I assume responsibility for my own safety and well-being. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any expense, liability, illness, injury, disability, or death related to contracting the virus while attending the event, even if arising from the negligence, fault, or conduct of any kind on the part of NCDMM.

### **Waiver and Release of Liability**

AS A CONDITION OF MY ATTENDANCE AND PARTICIPATION IN THE NCDMM EVENT, I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST NCDMM AND ITS AFFILIATED ENTITIES, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE RELEASED PARTIES), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT, OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS, OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN, AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY ATTENDANCE AND PARTICIPATION IN THE EVENT.

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

This Event Attendee Acknowledgment, Assumption of Risk, Waiver and Release of Liability shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to its choice of law principals. I agree not to commence or prosecute any action in connection herewith other than in the state and/or federal courts of Indiana County, Pennsylvania.

**BY COMPLETING THE REGISTRATION FOR THIS EVENT, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE ABOVE TERMS AND CONDITIONS, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE AND RELEASE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**