

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO EVENT ACCESS BY PARTICIPANTS**

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It has been reported that people can be infected, show no symptoms, and still spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Governmental restrictions may change at any time without prior notice. As such, the Water Environment Federation (WEF®) cannot guarantee eligibility to travel or to participate in the 2022 Stormwater Summit (“Event”) if restrictions change.

WEF and its agents, the Hyatt Regency Minneapolis (collectively “Entities”) (collectively “Entities”) will seek to implement preventative measures to reduce the spread of COVID-19 consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19 including, but not limited to, providing proof of vaccination or a negative COVID-19 test result for all Event participants and sanitation procedures and physical distancing measures at and during the Event.

WEF cannot prevent Event Attendees from becoming exposed to, contracting, or spreading COVID-19 while attending its Events and/or entering onto premises where WEF’s Events are held. It is not possible to prevent against the presence of the disease. Therefore, if Event Attendees choose to attend a conference organized by WEF and enter onto premises where its Events are held, they may be exposing themselves to and/or increasing your risk of contracting or spreading COVID-19.

By signing this *Assumption of the Risk and Waiver of Liability Relating to Event Access By Participants*, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by accessing the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. 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 understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Entities, their respective employees, agents, contractors, volunteers, and other Event participants. I agree to abide by all preventative measures (collectively “Measures”) put in place by Entities, their respective employees, agents, contractors, and volunteers at any time prior to and during the Event including, but not necessarily limited to, providing proof of vaccination or a negative COVID-19 test result, wearing face masks at all times in public spaces, and promptly notifying WEF if I experience symptoms of COVID-19 during the Event. I acknowledge that my failure to follow these Measures may result in not being allowed to enter the Event premises and/or being removed from the Event and all related activities without any refund or reimbursement.

In consideration of being permitted access to the Event, I KNOWINGLY AND VOLUNTARILY AGREE, FOR MYSELF, PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND (WHICH I MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY ACCESS TO THE EVENT. I hereby release, covenant not to sue, discharge, and hold harmless Entities (each defined to include their members, owners, board members, insurers, employees, agents, contractors, volunteers and representatives) (“Released Parties”) of and from any claims including any and all past, present, or future claims, demands, obligations, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever (collectively “Claims”) which have resulted or may result from the acts or omissions of any of the Released Parties utilizing Released Parties’ services or premises, or interacting with Released Parties’ members. I understand and agree that this release includes any Claims based on the acts or omissions of any of the Released Parties whether a COVID-19 infection occurs before, during, or after my access to the Event. I understand that this release and waiver under applicable law prevents me from seeking damages in any way against Released Parties, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.

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IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT: I have read the foregoing *Assumption of the Risk and Waiver of Liability Relating to Event Access By Participants*, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or that my legal guardian is authorized to sign on my behalf; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by same. I acknowledge that no promises, representations, or affirmations of fact were made to me concerning the safety or danger associated with traveling to the Event or participating in any activity or interaction related to or associated with the Event. I agree that this waiver and release shall bind me and my personal representatives, shall be enforceable to the fullest and broadest extent of the law, and, if any portion is held invalid, the remainder should continue in full legal force and effect.