

## ACA EVENT ATTENDEE COVID-19 RELEASE OF LIABILITY AGREEMENT (“AGREEMENT”)

From time to time, American Camp Association, Inc. ("ACA") hosts in-person conferences and other events for the benefit of its members and others such as the **2022 ACA National Conference** currently scheduled to be held **February 8-11, 2022** at the **Oregon Convention Center** (“Event”). In consideration of the Released Parties (as defined below) allowing me to attend the Event and participate in the related activities (“Event Activities”), I, the undersigned (“Attendee”) hereby acknowledge, understand and agree to the following:

**Voluntary Attendance and Participation:** Event attendance and participation in the Event Activities is completely voluntary and solely for my own education, enjoyment and benefit; it is not required to conduct business with ACA and I may cease participation at any time.

**COVID-19 Representation:** If at any time within the three week period immediately prior to the Event, I (1) test positive or experience COVID-19 symptoms (as used in this Agreement, COVID-19 includes any strains, variants or mutations thereof) or (2) learn that I have been in “close contact” (as defined by the Center for Disease Control at the time I sign this Agreement) with an individual who has received a COVID-19 diagnosis or has experienced COVID-19 symptoms, I shall not attend the Event. If I am already at the Event, I shall immediately cease participation and notify Event officials. I shall not be entitled to any refund or reimbursement for any costs incurred.

**Acknowledgment and Assumption of Risks Including COVID-19 Risks:** I understand that Event attendance and participation in the Event Activities involves health and safety risks and dangers, known and unknown, inherent and otherwise, that cannot be eliminated and which can cause injury, illness, paralysis or death to me, my family members and other persons, and/or damage to property. Additionally, attendance and participation during the COVID-19 pandemic presents additional health and safety risks and dangers. Some, but by no means all, of the additional risks presented include: (i) COVID-19 is highly contagious; (ii) individuals frequently do not develop COVID-19 symptoms until after they are contagious; (iii) exposed individuals may have more serious symptoms due to their age and/or known and unknown medical conditions; (iv) failure to properly sanitize the facilities and/or equipment; (v) others involved with the facilities, Event and the Event Activities’ failure to take proper actions to prevent or minimize exposure and/or failure to have and/or use proper protective equipment; and (vi) the acts, omissions and negligence of the Released Parties. I assume full and sole responsibility for all risks, known and unknown, inherent or otherwise, related to my Event attendance or participation in the Event Activities and acknowledge that I am attending the Event and participating in the Event Activities with knowledge and acceptance of these risks.

**Liability Release:** I hereby **RELEASE AND DISCHARGE** American Camp Association, Inc. as well as its related corporate entities, affiliates, parent, divisions, subsidiaries, officers, directors, members, shareholders, employees, representatives, agents, attorneys, insurers, volunteers and anyone else involved with the Event and Event Activities, including those providing travel, accommodations, tours, and transportation (hereinafter individually and collectively referred to as the "Released Parties"), from and against all claims, damages, injuries, losses, actions, lawsuits, proceedings, expenses, costs, attorney fees and the like that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage (e.g. physical, psychological, emotional or property) arising out of, involving or relating to my Event attendance, participation in the Event Activities and/or cancellation of the Event or any Event Activities, including, but not limited to, any claim that the act, omission or event complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

**Governing Law, Exclusive Forum and Waiver of Jury Trial:** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Indiana. Any cause of action relating to the Agreement shall be instituted and litigated exclusively in the Indiana Commercial Court located in Marion County, Indiana or if such court no longer exists, exclusively in a federal or state court located in Marion or Johnson County, Indiana. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE INVOLVING THIS AGREEMENT, THE EVENT OR EVENT ACTIVITIES.**

**Warranties and Representations:** I represent and warrant that: (i) I am at least eighteen (18) years old; (ii) have read this document; (iii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; and (vi) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

**Waiver of California Civil Code § 1542:** I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Name (Printed): \_\_\_\_\_ Attendee Signature: \_\_\_\_\_ Date: \_\_\_\_\_