



COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

COVID-19 is extremely contagious and is spread mainly from person-to-person contact. As such, the Electronic Distribution Show Corporation ("EDS") will follow CDC guidelines and state/local orders that are in place at the time of EDS. EDS expects attendees, and attendees agree, to follow such guidelines and government orders. While EDS will employ reasonable efforts to communicate to attendees and participants what these guidelines and government orders are, each attendee/participant is responsible for being familiar with the current requirements. However, EDS cannot guarantee that its participants, volunteers, partners, staff or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in EDS events and/or other face-to-face activities. By attending EDS, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms uniquely associated with COVID-19; or
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Attendees, participants and staff agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact EDS if he/she experiences symptoms of COVID-19 within 14 days after participating at EDS.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal and professional satisfaction and a benefit by virtue of my participation and/or attendance at EDS and I willingly engage in EDS.

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS RELATED TO CONTRACTING COVID-19 AT THE 2021 EDS LEADERSHIP SUMMIT AGAINST EDS AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (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 HEREINAFTER ACCRUE ON MY BEHALF,

WHICH ARISE OR MAY HEREAFTER ARISE FROM MY HAVING CONTRACTED COVID-19 AT THE 2021 EDS LEADERSHIP SUMMIT. NOTWITHSTANDING THE FOREGOING, I AM PERMITTED TO PURSUE COVID-19-RELATED CLAIMS AGAINST EDS ARISING FROM ITS OR ITS AFFILIATED PARTNERS' GROSS NEGLIGENCE, INTENTIONAL, OR FRAUDULENT CONDUCT, AND THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER MAY ULTIMATELY BE OF NO FORCE AND EFFECT IF ADJUDGED CONTRARY TO PUBLIC POLICY BY ANY COURT OR TRIBUNAL.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with EDS, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

As a participant or attendee, you recognize that your participation, involvement and/or attendance at EDS is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in EDS, You acknowledge and assume all risks and dangers associated with your participation at EDS. You agree that: (a) EDS, (b) the property or site owner of EDS, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of EDS absent any gross negligence by the "Released Parties. BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW

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