

COVID-19 SAFETY INFORMATION, ASSUMPTION OF RISK, AND LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the American College of Toxicology (ACT), social distancing must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, ACT has put in place preventative measures to reduce the spread of COVID-19. However, ACT cannot guarantee that its participants, volunteers, partners, 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 ACT events and/or other face-to-face activities. By attending an ACT event, 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 associated with COVID-19 (including, but not limited to, fever, cough, and shortness of breath) (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>);
2. Additionally, attendees and other individuals who have traveled in the last fourteen days must abide by the travel restrictions and quarantine requirements of the United States and the State of Maryland in effect as of the date of the event; or
3. Individuals who, within the past fourteen (14) days, 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:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (including, but not limited to, fever, cough, and shortness of breath) and follow CDC guidance on what to do if you are sick (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>) and contact tracing (<https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/contact-tracing.html>).

ASSUMPTION OF RISK:

As a participant, volunteer, or attendee, I recognize that my participation and/or attendance at any American College of Toxicology event or activity is voluntary and may result in personal injury (including death) and/or property damage. By attending or participating, I acknowledge and assume all risks and dangers, known and unknown, foreseeable and unforeseeable, associated in any way with my participation and/or attendance, including (but not limited to) risks associated with exposure to COVID-19, as well as any mutation or variation thereof. I promise to accept and assume all risks of these activities and agree that: (a) the American College of Toxicology (b) the property or site owner of the Annual Meeting, 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 my participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACT ANNUAL MEETING, I AGREE THAT I AM GIVING A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

I further expressly 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;
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 attending the Annual Meeting, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism

with ACT, and I willingly engage in ACT events and/or other Annual Meeting activities and elect to participate in spite of risks.

RELEASE AND WAIVER:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE AMERICAN COLLEGE OF TOXICOLOGY 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 OR ANY THIRD-PARTY ATTENDING AN ACT EVENT, 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 PARTICIPATION WITH THE ANNUAL MEETING.

MEDICAL ACKNOWLEDGMENT AND RELEASE:

I acknowledge the health risks associated with attending the Annual Meeting. I agree that if I experience any related symptoms, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland without regard to conflicts of laws.

I hereby certify that I have read and understand this COVID-19 SAFETY INFORMATION, ASSUMPTION OF RISK, AND LIABILITY WAIVER AND RELEASE OF CLAIMS and that I agree to all terms herein.

Signature: _____

Date: _____

Print Name: _____