INSTITUTE OF FOOD TECHNOLOGISTS ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO EVENT ACCESS BY PARTICIPANTS

The novel coronavirus, COVID-19, and has not yet been declared an endemic by the World Health Organization. COVID-19 remains extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have various measures to reduce the spread of COIVD-19. Governmental restrictions may change at any time without prior notice. As such, the Institute of Food Technologists ("IFT") cannot guarantee eligibility to travel or to participate in the in person portion of IFT FIRST ("the Event") if restrictions change. Additionally, if Event Attendees choose to attend the Event and enter the McCormick Place Convention Center and other venues to be utilized for the Event (each "Event Venue"), they may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

In order to attend the Event, individuals must:

- 1. Review and sign this Assumption of the Risk and Waiver of Liability;
- 2. Abide by all safety and health requirements and protocols for the Event incluing, but not limited to, those protocols consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19 in effect at the time of admittance to the Event;
- 3. Monitor their health for any symptoms of COVID-19;
- Not attend the Event if, within ten (10) days prior to the Event, they are experiencing any symptoms of COVID-19 or have tested positive for COVID-19, regardless of vaccination status, unless they have fully satisfied the CDC-recommended <u>Isolation</u> <u>Guidelines</u> prior to attending the Event;
- 5. Not attend the Event if they were exposed to COVID-19 within five (5) days prior to the Event, and are not <u>Up To Date</u> on COVID-19 vaccinations. Note: Per current CDC Guidance, individuals who are up to date on COVID-19 vaccinations do not need to quarantine but should get tested at least 5 days after they last had close contact with someone with COVID-19.;
- 6. Withdraw their attendance at the Event should they experience any symptoms of COVID-19 during the Event; and
- 7. Abide by any other policies, protocols, procedures, or other directives from IFT or public health authorities in connection with the Event.

Neither IFT, nor any of its members, officers, officials, directors, instructors, contractors, agents, employees, volunteers and any other representative (collectively "Entities") can prevent Event attendees from becoming exposed to, contracting, or spreading COVID-19 while attending its Event and/or entering

onto premises where the Event is held. It is not possible to prevent against the presence or spread of COVID-19. Therefore, if Event attendees meet the above requirements and choose to attend the Event and enter onto premises where its Event is held, they may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

In consideration of being permitted access to the Event and by checking the "I Accept" button below and typing my name:

I knowingly and voluntarily agree, for myself, as well as my 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), relating to or in any way connected from contracting or spreading COVID-19 in connection with the Event;

I hereby release, covenant not to sue, discharge, and hold harmless Entities (each defined to include their or its members, owners, board members, insurers, attorneys, employees, independent contractors, agents, volunteers and representatives) ("Released Parties") of and from any COVID-19 related 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 (collectively "Claims") which have resulted or may result from the acts or omissions of the Released Parties utilizing Released Parties' services or premises, interacting with Released Parties' members, or attending the Event;

- 1. I acknowledge and agree that this release and waiver 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;
- 2. I acknowledge and agree 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;
- 3. I acknowledge and agree that this release and waiver 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
- 4. I agree to comply with any safety and health requirements and protocols for the Event;
- 5. I acknowledge and agree that if I fail to comply with any safety and health requirements and protocols for the Event, I may be removed from the Event and all related activities without any refund or reimbursement;
- 6. I am at least eighteen (18) years of age and fully competent to sign on my behalf;
- 7. I execute this *Assumption of the Risk and Waiver of Liability* agreement for full, adequate and complete consideration fully intending to be bound by same;
- 8. 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

Name (First and Last) _____

Signature_____

Date_____