**WAIVER AND RELEASE OF LIABILITY RELATED TO COVID-19**

***Amended as of September 22, 2021***

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and possibly in the air. People reportedly can be infected and spread the disease even if they do not show any symptoms. The exact methods of spread and contraction are unknown, and there is no known cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life- threatening illness and even death. There is no known cure for COVID-19, although authorized COVID-19 vaccines can help protect you from COVID-19.

**The Pennsylvania Aggregates and Concrete Association (“PACA”) cannot prevent you from becoming exposed to, contracting or spreading COVID-19 while attending (which includes being present in any capacity) an event, meeting, training, certification, class or conference (any of which will be referred to as an “Event”). Therefore, any interaction with others in connection with an Event may expose you and your family to and increase your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself and my family in order to attend the Event sponsored, organized, hosted or offered by PACA. The Event is of such value to me that I accept the risk of being exposed to, contracting or spreading COVID-19 in order to attend.

**COMPLIANCE WITH HEALTH AND SAFETY GUIDELINES:**  **I hereby agree that I will comply with all applicable local, state, and federal laws**, orders and guidance as well as any PACA policies relating to health and safety (the “Guidelines”) at the Event regardless of my vaccination status. I acknowledge that my failure to comply with any of the Guidelines may result in my removal from the Event and its premises. If I am removed from the Event due to such noncompliance, I understand I will forfeit any registration, conference, or other fees that I paid to attend the Event.

**WAIVER OF LIABILITY: I hereby forever release and waive all claims and rights against PACA, its members, officers, directors, employees, contractors, agents, and representatives in connection with exposure, infection and/or spread of COVID-19 related to attending an Event sponsored, organized, hosted or offered by PACA**. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I specifically give up my right to initiate suit against PACA for any matter contemplated by this release.

CHOICE OF LAW: I understand and agree that the law of the Commonwealth of Pennsylvania will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE BY EITHER CHECKING THE APPROPRIATE BOX DURING THE ONLINE REGISTRATION PROCESS OR BY SIGNING BELOW:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_