

**COVID-19 Assumption of Risk and Release from Liability (“Agreement”)
Turnaround Management Association**

The TMA Upstate New York Chapter is concerned for the health and well-being of its community. The nature of the COVID-19 disease is such that actions taken by you affect not only your well-being, but also those of every other person you interact with or every person who uses the same spaces you use. Medical experts and public health professionals developed protocols and enhanced health and safety measures designed to minimize the risk of COVID-19 infections. TMA is continually reviewing and, as appropriate, updating these protocols to incorporate the latest guidelines and information. Despite TMA’s efforts to minimize these risks, it is impossible to eliminate the possibility that you could be exposed to or contract COVID-19 while participating in chapter activities. This Agreement is a condition of your participation in activities offered by and/or your receipt of services on behalf of the TMA Upstate New York Chapter including networking, golf, tennis, cocktail receptions, dining and educational sessions (“Activities”).

I, _____, wish to participate in the Activities. In consideration of the services to be rendered in providing the Activities and in consideration of my participation in and receipt thereof, I hereby agree to the following:

1. I understand Activities may include, but are not limited to, the following: Networking, golf, tennis, cocktail receptions, dining and educational sessions.
2. I understand that during the Activities, I may come into close contact with other participants. I understand that there is a potential I could be exposed to and contract COVID-19.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Activities, the other participants of the Event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of TMA and that dangers, including those related to COVID-19, may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that TMA is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. I understand that my participation in Activities is entirely voluntary and at my own risk. I fully understand the scope of the Activities and the potential risks, including those related to COVID-19, involved in the Activities. I agree to assume the risks of my participation in the Activities, including the risk of catastrophic injury, death, or exposure to and infection of communicable diseases.
5. I understand and agree that TMA Upstate New York Chapter does not provide insurance to cover medical expenses for injuries or diseases that may be sustained or contracted by me or for damage to my personal property, and that TMA Upstate New York Chapter strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to my participation in the Activities.
6. I agree to follow guidelines and recommendations given to me, its agents, and employees during the Activities. I understand that all policies and regulations, and guidelines set forth by the CDC/WHO, are in effect and apply to my behavior for the entire duration of the Activities. I understand that any violations of these policies, guidelines, and regulations may result in removal from said Activities.
7. I hereby release and fully discharge The TMA Upstate New York Chapter, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the Event to the fullest extent permitted by law.
8. This Agreement shall be governed by and construed under the laws of the respective state. Notwithstanding any other agreement that I have signed related to the Activities that purports to establish the venue for any litigation arising from the Activities, I agree that I will file no action against TMA or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Activities.
9. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.**

Participant Name (Print) _____

Participant Signature _____ Date _____