

OUT FOR UNDERGRADUATE BUSINESS CONFERENCE, INC. (04U) PARTICIPANT COVID-19 SAFETY ACKNOWLEDGEMENT LIABILITY WAIVER AND RELEASE OF CLAIMS

Based on guidelines and policies at the date of publication and subject to change.

COVID-19 SAFETY INFORMATION

While being physically present at events held or sponsored by O4U, <u>all</u> participants (volunteers, staff, sponsors and their representatives, and students) are asked to practice masking, hygiene, and "social distancing" in accordance with CDC and local guidelines and host-sponsor policies. Participants are also **required to submit documentation that they are** <u>fully vaccinated (including appropriate boosters)</u> <u>against COVID-19</u> at <u>least 72 hours in advance of</u> any scheduled face-to-face meeting. Proof of vaccination must also be presented at conference check in.

O4U accepts no responsibility for expenses associated with quarantine or isolation for participants prior to, or after, the conference. Efforts will be made to support participants who contract COVID-19 during their time at an O4U conference and quarantine space will be made available for attendees if they contract COVID-19 at an on-site event. Participants who arrive prior to, or stay following, an event do so at their own risk and expense. Organizers and O4U staff arriving in advance of an event to execute preparation activities will be covered in the same way as attendees for the length of their stay, not to exceed two days prior and one day following an event.

Because COVID-19 is extremely contagious and is spread primarily via person-to-person contact, O4U has these preventative measures in place to reduce the spread of COVID-19 and to support the needs of participants in the event of infection. However, O4U offers no guarantee(s) that any participant or guest attending O4U events will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, participants who fall within any of the categories below should refrain from in-person engagement in O4U events and/or face-to-face activities. By attending an O4U event, you certify that you do not fall into any of the following categories:

- Participants who are currently experiencing or have within the past fourteen (14) days experienced, any symptoms associated with COVID-19, which typically include fever, congestion, cough, and shortness of breath. A full list of symptoms can be found at http://www.cdc.gov/;
- Participants 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:

All participants and guests agree to self-monitor for signs and symptoms of COVID-19 and to contact O4U's health liaison—send to leah.sloan@outforundergrad.org—immediately if they experience symptoms of, or are diagnosed with, COVID-19 within 14 days of any in-person engagement(s) associated with O4U. By participating in an on-site event, and signing below, O4U has your expressed consent to require COVID-19 testing at any time 72-hours prior, during, or immediately following the on-site event. Additionally, local site hosts and/or local health officials may require additional testing. Participants must comply to these additional testing requirements.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive benefit(s) by virtue of my participation and/or volunteerism with O4U, and that I engage in O4U events and activities (the "Activity") freely and willingly.

RELEASE AND WAIVER:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST OUT FOR UNDERGRADUATE BUSINESS CONFERENCES, INC. (04U) 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 -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 PARTICIPATION WITH THE ACTIVITY.

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;
- 2. I knowingly and freely assume all these risks related to illness and infectious diseases, such as COVID -19, even if such risks arise from or are heightened by the negligence or fault of the Released Parties; and
- 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE:

I acknowledge the health risks associated with the Activity, including, but not limited to, infection, transient dizziness, lightheadedness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or conditions leading to demise. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my in-person 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.

As a participant, volunteer, or attendee, the signee below recognizes that participation, involvement and/or attendance at any O4U event ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, the signee acknowledges and assumes all risks and dangers associated with participation and/or attendance at the Activity, and agrees that: (a) O4U, (b) the property or site owner associated with the Activity, 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 the Activity, regardless of whether 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 ACTIVITY, THE SIGNEE IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of O4U Participant	
Legal Name of O4U Participant	
Date	