NJ-ACEP 2021 Scientific Assembly
September 29, 2021
The Crowne Plaza Princeton Conference Center - Plainsboro, NJ

Waiver and Release of Liability for Communicable Disease

The New Jersey Chapter of the American College of Emergency Physicians (herein NJ-ACEP) has taken, and will continue to take, preventative measures to reduce the spread of COVID-19 at its 2021 Scientific Assembly (the "Event"). However, I acknowledge that NJ-ACEP cannot guarantee that I will not be exposed to or contract COVID-19 at the Event. Further, due to the nature of the facilities, services and programs offered at this Event, I understand that attending and/or participating in the Event could increase my risk of contracting COVID-19.

I agree to abide by all applicable COVID-19-related requirements, advisories, policies, procedures, and protocols of the venue and NJ-ACEP, as well as the CDC, the State of New Jersey, and any other governmental authority for the duration of my stay.

I understand the risk that I may be exposed to or infected by COVID-19 by attending and/or participating in the Event and that such exposure or infection may result in quarantine requirements, serious illness, permanent disability and/or death. I further understand that the risk of becoming exposed to or infected by COVID-19 at the Event may result from the actions, omissions or negligence of myself and others, including, but not limited to, NJ-ACEP, its officers, employees, contractors, agents, representatives, sponsors, other participants ("Releasees"), and any owners and lessors of premises used to conduct the Event. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility for my participation in the Event.

In consideration of being allowed to participate in the Event, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledge and agree as follows:

A. I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND AGREE TO HOLD HARMLESS the Releasees with respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including reasonable attorneys' fees and costs) arising from or relating to the illness, disability or death of myself (or any person who may contract COVID-19, directly or indirectly, from me), as a direct or indirect result, in whole or in part, of COVID-19, to the fullest extent permitted by law.

B. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS BASED ON THE ACTIONS OR OMISSIONS OF THE RELEASEES, WHETHER AN INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT.

This Waiver and Release of Liability contains the entire agreement concerning the subject matter hereof and supersedes any and all prior and contemporaneous written and oral discussions, understandings and agreements.

If any one or more of the provisions of this Waiver and Release of Liability should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (1) the validity and enforceability of all provisions of this Waiver and Release of Liability not ruled to be invalid or unenforceable shall be unaffected; and (2) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provisions(s), to the minimum extent necessary to render them valid and enforceable in conformity with the intent as manifested herein.

Please confirm your acceptance of this *Waiver and Release of Liability for Communicable Disease*. This is a mandatory requirement and must be done prior to commencement of the 2021 Scientific Assembly. Anyone failing to do so will not be permitted to attend or participate.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, UNDERSTAND THAT NJ-ACEP AND THE OTHER RELEASEES ARE RELYING TO THEIR DETRIMENT ON THIS INSTRUMENT, AND ACCEPT IT FREELY AND VOLUNTARILY.