

# **COVID-19 ACKNOWLEDGEMENT OF RISK, WAIVER, AND RELEASE OF LIABILITY**

## **COVID-19 SAFETY INFORMATION:**

While participating in events held or sponsored by the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc., (“ASHRAE”), the Society has put into place a Commitment to Care for registrants attending the in-person conference. The Commitment to Care is posted at [ashrae.org/2022annual](https://www.ashrae.org/2022annual) and is consistent with CDC, provincial and local guidelines. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, ASHRAE has put in place preventative measures to reduce the spread of COVID-19. However, ASHRAE cannot guarantee that those attending any conference or other event sponsored by ASHRAE (“Event”) will not become infected with COVID-19.

## **ATTENDANCE AT AN ASHRAE EVENT:**

I understand that because of the ongoing spread of COVID-19, the following individuals should not attend any ASHRAE Event in person and on-site: (1) those who know or have reason to believe they may currently be infected with COVID-19; (2) those who are currently experiencing any symptoms associated with COVID-19, including fever, cough, shortness of breath, loss of taste and/or smell, among others; and (3) those who know or have reason to believe they have had contact with another person including, but not limited to, a member of their household, who was or whom they have reason to believe may have been exposed to COVID-19, or who has experienced any symptoms associated with COVID-19 within fourteen (14) days prior to the ASHRAE Event, unless such person has been cleared as non-contagious by a state or local public health authority or their personal health care professional. and (4) those who have traveled internationally from a CDC restricted country or area in the United States that was at the time of the travel, or within fourteen (14) days prior to the travel, a COVID-19 CDC restricted area or country. By attending an ASHRAE Event in person, I certify that I do not fall into any of the categories described herein.

## **DUTY TO SELF-MONITOR:**

By participating in an ASHRAE event I agree to self-monitor for signs and symptoms of COVID-19, including fever, cough, shortness of breath, loss of taste and/or smell, among others and to contact ASHRAE, c/o the Meetings Department at [meetings@ashrae.org](mailto:meetings@ashrae.org) or 678-539-1219 if I experience symptoms of COVID-19 within 14 days after participating in an ASHRAE Event. I agree that if I experience any of these or any other symptoms of COVID-19 during an ASHRAE Event, I will discontinue my participation in person and on site immediately and seek appropriate medical attention.

## **LIABILITY, WAIVER AND RELEASE OF CLAIMS:**

I HEREBY COVENANT NOT TO SUE, RELEASE, WAIVE AND FOREVER DISCHARGE, ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST ASHRAE 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 THE 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 IN AN ASHRAE EVENT.

**ASSUMPTION OF THE RISK:** I acknowledge and understand the following:

1. Participation in an ASHRAE Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While ASHRAE may take precautions that may reduce this risk, the risk of serious illness and death does exist and I knowingly and freely assume all risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of one or more of the Released Parties; and
2. I hereby knowingly assume the risk of injury, harm and loss associated with my attendance at and/or participation in an ASHRAE Event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of any of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE:**

I acknowledge the health risks associated with my attendance at an ASHRAE Event and 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 AT AN ASHRAE EVENT.

**CHOICE OF LAW AND FORUM**

If I file a lawsuit against ASHRAE for any reason, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of Georgia shall apply in that action without regard to the conflict of law rules of any other state. I hereby irrevocably consent to the exclusive jurisdiction and venue of any state or federal court located within the State of Georgia.

**GENERAL ACKNOWLEDGEMENT**

I understand, acknowledge, and agree that:

1. I have had sufficient opportunity to read this entire COVID-19 Acknowledgement, Covenant Not to Sue, Waiver and Release of Liability (“Waiver of Liability”).
2. I have read and understood the Waiver of Liability, and I agree to be bound by its terms.
3. I have given up substantial rights by signing the Waiver of Liability and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my electronic signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.
4. Agreeing to this Waiver of Liability is required as a condition of registering for and attending the ASHRAE Event in-person and onsite and that ASHRAE requires both knowledge of my intent to attend an ASHRAE Event and receipt of my acknowledgement and agreeing to this Waiver of Liability.