

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

WHEREAS, Participant desires to attend the event sponsored by the Association for Corporate Growth Orlando Chapter (“ACG”) during the COVID-19 Pandemic (the “ACG event”);

WHEREAS, while ACG will take measures to prevent the spread of COVID-19, Participant understands that he or she is attending the ACG event at his or her own risk and that participation in the ACG event could result in SERIOUS INJURY, ILLNESS OR DEATH from COVID-19;

NOW THEREFORE, in consideration of the Participant’s attendance at the ACG event and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant, on behalf of himself, herself and his or her heirs, representatives, personal representatives and assigns, acknowledges, agrees as follows:

1. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, SICKNESS, ILLNESS, DEATH OR DAMAGE ARISING FROM THE ACG EVENT OR WHILE USING ANY OF THE PREMISES, FACILITIES, PROGRAMS, EQUIPMENT AND SERVICES PROVIDED BY ACG. PARTICIPANT UNDERSTANDS AND AGREES THAT ATTENDANCE AT THE ACG EVENT IS VOLUNTARY AND SHALL BE UNDERTAKEN AT PARTICIPANT’S OWN RISK AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR THE RISK OF ANY AND ALL INFECTION, ILLNESS, DEATH, INJURY OR DAMAGE THAT PARTICIPANT MAY SUFFER AS A RESULT OF ATTENDING THE ACG EVENT DURING THE COVID-19 PANDEMIC.

2. Participant hereby releases, waives, discharges and covenants not to sue ACG, the Association for Corporate Growth, Inc., their officers, directors, employees, agents, representatives and insurers from any and all liability to Participant, his or her personal representatives, heirs or assigns for any loss or damage resulting from SERIOUS INJURY, ILLNESS AND DEATH, specifically including, but not limited to, any damage whatsoever to Participant in any way related to bacteria, viruses or other pathogens associated with the COVID-19 Pandemic. Participant further hereby agrees to indemnify and hold ACG harmless from any loss, liability, damage or cost which ACG may incur as a result of Participant’s attendance at the ACG event.

3. Participant acknowledges and agrees that this Agreement is intended to be as broad as permitted by the laws of the State of Florida and that if any portion is deemed held to be invalid, it is agreed that the balance of this Agreement shall continue in full force and effect.

4. Participant acknowledges and agrees that he or she has carefully read this Agreement and fully understands that it is a release and waiver of liability, express assumption of risk, waiver of claims and indemnity agreement. Participant is aware and agrees that by executing this Agreement, Participant is giving up the right to bring a legal action or assert a claim against ACG as a result of ACG's negligence in exchange for attendance at the ACG event. Participant has read and voluntarily signs this Agreement and further agrees that he or she has not relied upon any oral representations, statements or inducements and that there are no other representations other than those made in this Agreement.

5. Participant acknowledges and agrees that he or she is at least 18 years of age and has had a full and complete opportunity to read and review this Agreement and hereby enters into this Agreement freely and voluntarily.

6. Participant acknowledges and agrees that this Agreement shall not act as a waiver of ACG's right to deny access to Participant or any other person and Participant agrees and acknowledges that ACG reserves the right to deny access to the ACG event at any time and for any reason, in ACG's sole and absolute discretion.

Participant: _____

Signed: _____

Date: _____

Print Name: _____

ACG EVENT CERTIFICATION

Objective

The health and safety of our attendees, staff and workers is of utmost importance to ACG. Prior to attending this event, you must satisfy and acknowledge the following:

Acknowledgement

- I am not now, nor have I been in the last 14 days, confirmed or assumed positive for COVID-19;
- I am not now, nor have I been in the last 14 days, living with or exposed to a person who is confirmed or assumed positive for COVID-19;
- I do not have any of the symptoms identified by the Centers for Disease Control and Prevention as appearing 2-14 days after exposure to the virus, including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, or new loss of taste or smell.
- I have adhered to all shelter-in-place, social distance, stay-at-home and isolation quarantine provisions applicable to my jurisdiction for at least 14 days prior to attending the event.
- I have not engaged in personal travel or non-essential business travel by means to, from, or through any country outside of the United States or by airplane or cruise ship anywhere within the United States, within the last 14 days.

Signed: _____

Printed Name: _____

Date: _____