NDIR

NDIA Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. According to the CDC, senior citizens and people with underlying medical conditions are especially vulnerable. The National Defense Industrial Association (NDIA) will have enhanced health and safety measures and precautions in place at NDIA meetings, conferences and events and request that all participants follow posted instructions. NDIA cannot guarantee that you will not be infected with COVID-19 at (name of event).

With full awareness and appreciation of the risks involved, in registering for (name of event), I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending this (name of event), and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including but not limited to personal injury, disability and death), illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my attendance or participation in the event for which I am registering, including arising out of or related to my being exposed to, or contracting, COVID-19 ("Claims").

On behalf of myself, my family, heirs, and personal representatives(s), I hereby forever release, covenant not to sue, discharge and hold harmless NDIA, its employees, members, officers, independent contractors, agents, affiliates and representatives ("Released Parties") of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties (though excluding intentional wrongdoing or gross negligence), whether a COVID-19 infection occurs before, during, or after participation in this event.

If any term of this <u>Assumption of the Risk and Waiver of Liability is found to be</u> illegal or unenforceable, the validity of the remaining portions shall not be affected thereby, and a court may make modifications necessary to give effect to the intention of the parties.