**DISCLAIMER**

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**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY**

I have been \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NATURE OF SERVICES PROVIDED FOR EVENT / ATTENDING] of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[DESCRIPTION OF EVENT] currently entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME OF EVENT], currently scheduled to take place at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[LOCATION] (the “Location”) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_[DATE] (the “Event”), being produced by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Producer”). For good and valuable consideration, receipt of which I hereby acknowledge, I acknowledge and hereby agree as follows:

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 and/or by being in close proximity to others. By signing this agreement, I acknowledge the contagious nature of COVID-19 and knowingly and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by [performing service for / attending] the Event and that such exposure or infection may result in my personal injury, illness, permanent disability and/or death.

I acknowledge that as an [independent contractor/attendee], I shall not be entitled to participate in any hospitalization, insurance, medical service plan or other employee benefit plans which may be available to Producer’s employees. I further acknowledge that neither Producer nor any of their affiliated entities shall carry any workman’s compensation or other insurance to cover me. I will comply with the workman’s compensation laws concerning me.

I knowingly and voluntarily, of my own free will, agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability and/or death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with the Event (“Claims”). I irrevocably and unconditionally release, covenant not to sue, forever discharge and hold harmless Producer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[other involved entities] together with each of their respective predecessors, successors, assigns, officers, directors, shareholders, members, employees, agents, affiliates, parents and subsidiaries, representatives and attorneys (collectively, the “Released Parties”) of and from the Claims, including without limitation all liabilities, claims, losses, demands, actions, causes of action, suits, sums of money, costs or expenses of any kind (including, without limitation, attorneys’ fees and costs actually incurred) arising out of or related thereto. I understand and agree that this release includes any Claims based on the actions, omissions, recklessness or negligence, including gross negligence, of the any of the Released Parties, whether a COVID-19 infection occurs before, during, or after participation in the Event.

I acknowledge and warrant that I have not been diagnosed to be infected with COVID-19 within the past thirty (30) days and that I have not been in close contact with any other person whom I know or suspect to have been infected with COVID-19 within the past thirty (30) days. I hereby acknowledge that Producer will be taking temperature checks at the Location in connection with the Event, and I expressly grant Producer and its agents and designees permission to take my temperature when I enter the Location and at any time on the date of the Event and during the Event as necessary.

I agree to follow all guidelines for personal safety and public safety as required and recommended by Producer and applicable local, state or federal mandate or guidelines, including but not limited to using reasonable efforts to wear at all times while at the Location within six (6) feet of any another person, an appropriate mask to cover my nose and mouth, and any other protective equipment that may be furnished to me. I further agree to take all other reasonable precautions while at the Event to minimize the chance of being exposed to COVID-19.

I agree and submit to the jurisdiction of the federal and state courts sitting in New York County in the State of New York and agree that any claim regarding the equitable enforcement of this agreement may be resolved by lawfully instituted proceedings in such courts. The law of the State of New York exclusive of its conflicts of laws provisions, will govern the interpretation, performance and enforcement of this agreement. I hereby agree that this agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, respecting the subject matter hereof. The invalidity or unenforceability of any provisions of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

**BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURES AND REPRESENTATIONS AND AGREE TO AND ACKNOWLEDGE THE INFORMATION PROVIDED HEREIN.**

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| (Print Name) | (Date) |
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| (Signature) | (Address) |