

# COVID-19 Safety Acknowledgment

## *Liability Waiver and Release of Claims*

### COVID-19 Safety Information

While participating in events held or sponsored by Nareit, “social distancing” may be practiced and face coverings are required to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious, Nareit has instituted preventative measures to reduce the spread of COVID-19. However, Nareit cannot guarantee that the participants in attendance will not become infected with COVID-19. Nareit may institute procedures for COVID-19 on-site testing and/or screening protocols. More details will be released prior to the event.

Participants in Nareit events are required to register in advance. As part of the registration process, Nareit requires that registrants provide proof that they are fully vaccinated against COVID-19 or a negative PCR COVID-19 test 48 hours prior to the conference day arrival. Such proof must be provided by all attendees, including conference participants as well as their guests at Nareit-sponsored social events related to the conferences. Such proof shall be submitted electronically via a web resource provided by Nareit, or as otherwise directed by Nareit. By providing proof of vaccination, I certify that I am providing truthful and accurate information regarding my vaccination status.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Nareit events. By attending a Nareit event, I certify that I do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among [others](#); or
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

## **Liability Waiver and Release of Claims**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation in a Nareit event, and I willingly engage in Nareit events (the “Activity”).

### **Release and Waiver**

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST NAREIT AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, 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 HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

### **Assumption of the Risk**

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

### **Medical Acknowledgment and Release**

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheadedness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. 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 IN THE ACTIVITY. As a participant or attendee, I recognize that my participation, involvement and/or attendance at any Nareit Activity is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, I acknowledge and assume all risks and dangers associated with my participation and/or attendance at the Activity, and I agree that: (a) Nareit, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of my participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, I AM GIVING A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.