



ASA Waiver of Liability and Indemnity Related to Covid-19

Warning

An inherent risk of exposure to Covid-19 exists in any public place where people are present. All attendees must follow all posted instructions as they pertain to your state and/or venue's mandates while attending ASA's events and activities("Activities").

Assumption of Risk

Participation in ASA events and activities brings some risk, and attendees do hereby assume responsibility for their own well-being. The Activities are of such value that attendees accept the risk of being exposed to, contracting, and/or spreading Covid-19 in order to attend in person. Attendees understand, agree, and hereby consent that disregard of, or failure to follow, all protocols in effect and required by ASA, the CDC, the venue provider, and all governing authorities during attendance at ASA Activities is hereby sufficient grounds to be excluded from attending the Activities by ASA or an event authority.

Waiver, Release, and Indemnification

As a condition of participation in these Activities, attendees do hereby expressly waive any rights against and release and hold harmless ASA and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively "ASA") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of attendee's presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of Covid-19 or complications, symptoms, or other effects resulting from contracting Covid-19. Attendees shall defend, indemnify, and hold harmless ASA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

BY ATTENDING STATE NETWORK EVENTS, ATTENDEES UNDERSTAND, AND IT IS THEIR EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES ASA FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ASA OR ANY THIRD PARTY. ATTENDEES ALSO UNDERSTAND AND AGREE THAT ASA DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT ATTENDEE OR ATTENDEE FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF PARTICIPATION IN AN ASA ACTIVITY, ATTENDEES AGREE TO RELEASE AND HOLD HARMLESS ASA IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

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BY COMPLETING THE REGISTRATION AND/OR ATTENDING THIS STATE NETWORK EVENT, ATTENDEES FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Note: If you are not feeling well the day of the event or activity, please **do not** attend.

If you test positive for Covid-19 immediately following the event, for contact tracing purposes promptly contact ASA associate general counsel, Brittany Sakata, via email at bsakata@americanstaffing.net. Your identity will be held in strict confidence.