



### **Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement**

For and in consideration of the Participant being permitted to participate with the National Association of Drug Court Professionals (“NADCP”) and its related activities (“Activities”), and by signing this Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement (“Agreement”), Participant acknowledges and agrees as follows:

#### **Assumption of Risk**

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 contact with contaminated surfaces and objects, and even possibly in the air. However, the state of medical knowledge is evolving. People reportedly can be infected and show no symptoms and therefore spread COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.** As a result, federal, state, and local governments and federal and state health agencies recommend vaccination, masking, and physical distancing.

Although NADCP will take appropriate measures to ensure that its activities will be conducted using recommended safety protocols, including physical distancing and enhanced disinfecting, NADCP cannot guarantee that you will not be exposed to contract, or spread COVID-19 while participating in NADCP Activities. Therefore, if you choose to participate in NADCP Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By signing this Agreement, I acknowledge I have read and understood the above warning about COVID-19. 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 participating in the NADCP Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NADCP employees, other participants, officers, agents, and members of the general public. The NADCP Activities are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the NADCP Activities.

#### **Waiver of Liability/Lawsuit**

I further acknowledge that there may be risks and dangers not known to me or NADCP or not reasonably foreseeable at this time. I acknowledge that there are risks and uncertainties inherent in participating, including but not limited to illness, death and/or and damage to person or property due to the negligent acts or omissions of NADCP and/or others. These risks may be caused by my negligence or the negligence or inaction of others, including the “Releasees” (defined below). I acknowledge, understand, and agree that all the risks and dangers described throughout this Agreement, including those caused by my own negligence and/or others, are included within the waiver and release. I acknowledge, understand and assume the risks, if any, arising from the conditions and use of any locations for the Activities and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this



Agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, if any, of Releasees.

On behalf of myself, my dependents, heirs, executors, administrators and assigns, I waive, release and relinquish, discharge and covenant not to sue NADCP, its officers, directors, employees, affiliates, and agents (all referred to together as NADCP) and Releasees (defined below) from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the Activities, arising out of participation in Activities, whenever or however they occur and for such period said Activities may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of Releasees or third parties, including but not limited to in any way related to COVID-19 and whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that if I am exposed or infected by COVID-19 during my participation in Activities or any travel related thereto, then I may be found by a court of law to have waived my right to maintain a lawsuit against NADCP and the Releasees on the basis of any claim for negligence.

I further understand that NADCP does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of NADCP in the event of injury, illness, or medical expenses incurred by me.

In the event that I file a lawsuit against NADCP, I agree to do so solely in the State of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within the State of Virginia. Notwithstanding any other term of this Agreement, in no event shall any liability of the Releasees exceed the amount actually paid for the Activities or One Hundred Dollars (\$100), whichever is greater.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

"Releasees" include NADCP and its officers, directors, employees, affiliates, partners, event hosts, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

I acknowledge that I have not relied upon any representations of NADCP and understand these waivers and releases are necessary to allow NADCP to offer Activities to me.