

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
AND PUBLICITY RELEASE AGREEMENT (“Release”)

I am an adult over the age of 18 (“Attendee”) and have voluntarily decided to attend in-person the 2023 APSA Annual Meeting & Exhibition in Los Angeles, California, from August 31 – September 3, 2023 (“Meeting”). In consideration for my participation in Meeting, I acknowledge and agree as follows:

1. I understand that I am solely responsible for my own health and safety and for assessing and determining any risks associated with traveling to or attending the Meeting in person. I acknowledge and understand that it is my responsibility to review and consider any warnings, alerts, and other information provided by the U.S. Centers for Disease Control and Prevention, U.S. federal agencies, and U.S. state and local health authorities that concern travel and/or attendance at in-person indoor or outdoor activities that may be relevant to the programs comprising the Meeting. I understand that it is possible that there may be COVID-19 infections present in the community where the Meeting is being held or among attendees, those providing services at the Meeting, or other individuals present at the Meeting, regardless of their vaccination status, and that by attending the Meeting I may be exposed to COVID-19.

2.. I FULLY UNDERSTAND THAT I AM ATTENDING THE MEETING AT MY OWN RISK, AND I AM SPECIFICALLY ASSUMING ALL RISKS, RESPONSIBILITIES, DANGERS, LIABILITY, LOSSES, COSTS, CLAIMS, OR DAMAGES INCURRED AS A RESULT OF MY PARTICIPATING IN THE MEETING, INCLUDING OF DEATH, TEMPORARY OR PERMANENT DISABILITY, SERIOUS PHYSICAL HARM, ILLNESS, AND PROPERTY DAMAGE OR LOSS (“RISKS”). THE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THOSE CAUSED BY BEING EXPOSED TO OR CONTRACTING COVID-19. I FULLY UNDERSTAND THAT THESE RISKS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS, INCLUDING OTHER ATTENDEES OR OTHERS AT THE MEETING, OR THE NEGLIGENCE OR RECKLESS CONDUCT OF THE “RELEASED PARTIES” NAMED BELOW. I further understand that there may be other risks and potential losses either not known to me or not readily foreseeable at this time.

3. I understand that APSA may impose certain safety protocols at the Meeting, and I agree to comply with all such protocols and with any directives by representatives or agents of APSA concerning Meeting safety. I understand that APSA has the right to terminate my attendance at the Meeting if APSA determines, in its sole and exclusive discretion, that my further attendance at the Meeting is in any way damaging to or contrary to the interests, safety, or reputation of the Meeting or APSA.

4. I, ON BEHALF OF MYSELF, MY FAMILY, ESTATE, HEIRS, AND ASSIGNS, HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS APSA, ITS DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, CONTRACTORS, EMPLOYEES, ITS HEIRS, SUCCESSORS, AND ASSIGNEES (EACH CONSIDERED ONE OF THE "RELEASED PARTIES" HEREIN) FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES, KNOWN OR UNKNOWN, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY MY ATTENDANCE OR PARTICIPATION IN THE MEETING. WITHOUT IMPLICATION OF LIMITATION, THIS RELEASE APPLIES TO: ALL LIABILITY CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES OR OF ANY SUPPLIERS OF THE SERVICES THAT COMPRISE THE MEETING; ALL LIABILITY RESULTING IN WRONGFUL DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE; ALL LIABILITY CAUSED BY DEFAMATION OR INVASION OF PRIVACY; AND ALL LIABILITY DUE TO ANY OTHER CAUSE WHATSOEVER. I further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Released Parties named above, I will indemnify and save and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as a result of any such claim.

5. I understand that in the event of the cancellation of the in-person portion of the Annual Meeting and Exhibition, APSA will not refund any expenses incurred for flights, transportation, hotels, or other expenses related to my registration and plans to attend the event.

6. This Release shall be governed in all aspects by the laws of the District of Columbia, without reference to choice of law principles, and any disputes arising from this Release shall solely be resolved in the state or federal courts situated in the District of Columbia.

I CERTIFY BY SUBMITTING THIS FORM THAT: I HAVE READ THIS RELEASE AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AGAINST THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW; AND I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.