COVID-19 SAFETY ACKNOWLEDGEMENT GENERAL LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the Pennsylvania Homecare Association, ("PHA"), applicable public health guidance and recommended precautions (e.g., face coverings, as recommended at the time of the event) must be followed at all times to reduce the risk of exposure to COVID-19. Because COVID-19 is extremely contagious and is often spread from person-to-person contact, however, PHA cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

Individuals who fall within any of the categories below should not engage in PHA events and/or other face to face activities. By attending a PHA event, you certify that you 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;
- 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.

DUTY TO SELF-MONITOR/DISCLOSURE OF VACCINATION STATUS:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include, but are not limited to, respiratory symptoms, fever, cough, and/or shortness of breath (see above)) and, contact PHA if he/she experiences symptoms of COVID-19 or tests positive within 14 days after participating or volunteering with PHA. I also agree that if requested, I will disclose my vaccination status.

GENERAL LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive a benefit from my participation at a PHA event, and I am participating willingly.

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST PHA AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, 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 HEREINAFTER 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. Participation may also include, at my option, activities or events that could pose risk.
- 3. I knowingly and freely assume all such risks related to illness, infectious diseases, such as COVID-19, and other conference activities, even if arising from the negligence or fault of the Released Parties; and
- 4. I hereby knowingly assume the risk of injury, harm and loss associated with the conference, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.
- 5. I knowingly and voluntarily enter into this agreement, and I have the authority to agree to this waiver and release.