

## **PARTICIPANT LIABILITY FORM FOR COVID-19**

**(Informed Consent, Voluntary Waiver, Waiver, Release of Liability & Assumption of the Risk Form)**

**By signing this Participant Liability Form for COVID-19 (“Release”), I acknowledge that I am a participant in the 2022 Summer Conference (“MAC 3”) and agree to the following:**

### **Informed Consent**

I understand that as part of my participation in this Mid Atlantic Conference and associated activities, I may be exposed to the dangers, hazards, and inherent risks of the Coronavirus/COVID19 (“COVID-19”), including the risk of serious injuries, temporary or permanent disability, death, and economic loss.

I acknowledge the contagious nature of COVID-19 and that the Centers for Disease Control and Prevention (CDC) and many other public health authorities recommend practicing social distancing, wearing masks, and other preventive measures to help prevent people from getting and spreading COVID-19.

I further acknowledge that regardless of the preventative measures and precautions the DYA (Mid Atlantic Regional Team) has put in place to reduce the spread of the COVID-19, DYA cannot guarantee that I will not be exposed to or infected with COVID-19.

I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, other participants, and other guests/visitors.

I acknowledge that I must comply with all rules and procedures at the Conference to reduce the spread of COVID-19 while attending MAC 3.

### **Upon my arrival at MAC 3, I will be required to attest that:**

- ◇ I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- ◇ I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- ◇ I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.
- ◇ I am following all CDC guidelines as much as possible and limiting my exposure to COVID-19.
- ◇ If I am unable to make any one or more of the above attestations, I understand that I may be prohibited from attending the Conference.
- ◇ I understand that if I experience COVID-19 symptoms during my participation at the Conference, I will be required to follow CDC protocols to reduce the spread of such symptoms, including, but not limited to, a daily symptom check, self-quarantine, and inability to engage in certain activities.

### **Voluntary Waiver, Release of Liability, and Assumption of Risk**

I understand that as part of my participation in MAC 3 there are dangers, hazards, and inherent risks, both known and unknown, relating to COVID-19 to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I acknowledge that I have voluntarily elected to participate in the Conference and accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from the Conference.

Furthermore, I understand that DYA and the Mid Atlantic Regional Team will not be liable if I fail to cooperate with the MAC 3 rules and governmental recommendations and/or directives relating to COVID-19 and that any infraction of any promulgated rules may result in immediate dismissal from MAC 3 at my expense.

**Indemnification**

I covenant not to sue and, indemnify and hold harmless DYA, Mid Atlantic Regional Team, and all other agents from and against, any present or future claim, loss, cost, damage or expense or liability for injury to person, including death, or property that I may suffer from COVID-19, for which I may be liable to any other person, that may or does arise out of my participation in the Conference.

**Governing Law**

This Release shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its choice of law principles. I agree that any lawsuit I file against the Campsite, or any other person covered by the waivers, releases, and/or covenants contained herein, must be filed in a Maryland state or Maryland federal court whose geographic boundaries encompass the Conference Site in Emmitsburg, Maryland.

**Severability**

I agree that if any portion of this release and consent form is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Release contains the entire agreement between the parties to this agreement and the terms of this Release are contractual and not a mere recital.

**Acknowledgment**

I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am signing this document freely and voluntarily.

Participant Name (Please Print): \_\_\_\_\_

Participant Date of Birth: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

***(If Participant is under 18)***

Parent/Legal Guardian Name (Please Print): \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_