

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO EVENT ACCESS BY PARTICIPANTS**

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Governmental restrictions may change at any time without prior notice; the Association for Career and Technical Education (“ACTE”) cannot guarantee eligibility to travel or participate in the Nevada ACTE Conference (“Event”) if restrictions change.

In order to attend the Event, individuals must:

1. Review and sign this Assumption of the Risk and Waiver of Liability;
2. Abide by all safety and health protocols for the Event, which may include, but is not limited to, those protocols consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19, including, but not limited to, health questionnaires for all Event participants and sanitation procedures and physical distancing measures at and during the Event;
3. Monitor their health for any symptoms of COVID-19;
4. Not attend the Event if they are experiencing any symptoms of COVID-19;
5. Not attend the Event if anyone in their household has tested positive for COVID-19 in the seven (7) days prior to the first date of the Event;
6. Withdraw their attendance at the Event should they experience any symptoms of COVID-19 during the Event; and
7. Abide by any other policies, protocols, procedures, or other directives from ACTE in connection with the Event.

By signing this agreement, 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 accessing the Event 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, ACTE, employees, volunteers, and other participants. I agree to abide by any and all preventative measures that may be put in place by ACTE and promptly notify ACTE if I experience symptoms. I acknowledge that failure to follow these measures may result in being removed from the premises without any refund or reimbursement.

In consideration of being permitted access to the Nevada ACTE Conference (the “Event”), I KNOWINGLY AND VOLUNTARILY AGREE, FOR MYSELF, PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY ACCESS TO THE EVENT. I hereby release, covenant not to sue, discharge, and hold harmless ACTE (defined to include ACTE, its owners, insurers, employees, agents, and representatives) of and from the Claims, including any and all past, present, or future claims, demands, obligations, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, which have resulted or may result from the acts or omissions of ACTE. I understand and agree that this release includes any Claims based on the acts or omissions of ACTE, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my access to the Event.

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IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT: I have read the foregoing *Assumption of the Risk and Waiver of Liability Relating to Event Access By Participants*, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or that my legal guardian is authorized to sign on my behalf; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.