

**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. As such, the SPE Thermoforming Division (“ASSOCIATION”) cannot guarantee eligibility to travel or to participate in the 2021 SPE Thermoforming Conference (“the Event”) if restrictions change.

The SPE Thermoforming Division and DeVos Place (“CONVENTION CENTER”) will seek to implement preventative measures to reduce the spread of COVID-19 consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19 which may include, but not be limited to, face coverings for all Event participants and sanitation procedures and physical distancing measures at DeVos Place and during the Event.

By signing this *Assumption of the Risk and Waiver of Liability Relating to Event Access By Participants*, 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, SPE Thermoforming Division, OpenMindWorks, Inc., SMG, City of Grand Rapids, County of Kent, The City – County Joint Building Authority, Grand Rapids – Kent County Convention/Arena Authority, their respective employees, agents, contractors, volunteers, and other Event participants. I agree to abide by all preventative measures (collectively “Measures”) put in place by SPE Thermoforming Division, DeVos Place, their respective employees, agents, contractors, and volunteers at any time prior to and during the Event including wearing cloth face coverings at all times in public spaces, remaining at least six feet away from other Event participants, and promptly notifying SPE Thermoforming Division if I experience symptoms of COVID-19 during the Event. I acknowledge that my failure to follow these Measures may result in being removed from the Event and all related activities without any refund or reimbursement.

In consideration of being permitted access to 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 (WHICH I MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY ACCESS TO THE EVENT. I hereby release, covenant not to sue, discharge, and hold harmless SPE Thermoforming Division, OpenMindWorks, Inc., SMG, City of Grand Rapids, County of Kent, The City – County Joint Building Authority, Grand Rapids – Kent County Convention/Arena Authority (each defined to include their its owners, insurers, employees, agents, and representatives) (“Released Parties”) of and from any 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 (collectively “Claims”) which have resulted or may result from the acts or omissions of any of the Released Parties. I understand and agree that this release includes any Claims based on the acts or omissions of any of the Released Parties whether a COVID-19 infection occurs before, during, or after my access to the Event.

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.

Signature of Participant or Guardian

Date

Print Name of Participant or Guardian

Print Name of Minor (If Applicable)

Return via email to: Lesley Kyle, Conference Coordinator: thermoformingdivision@gmail.com