

EXHIBITOR'S COVID-19 SAFETY ACKNOWLEDGEMENT – ASSUMPTION OF THE RISK, LIABILITY WAIVER AND RELEASE OF CLAIMS



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 SOUTHERN THORACIC SURGICAL ASSOCIATION (“ASSOCIATION” or “STSA”) cannot guarantee eligibility to travel or to participate in the STSA 68th ANNUAL MEETING & EXHIBITION (“the Event”) if restrictions change. You (“Exhibitor”) must agree to the terms of this document to register and attend as an exhibitor at the Event.

COVID-19 SAFETY INFORMATION

STSA and the facility at which the Event is taking place, Lowes Atlanta Hotel (the “HOTEL”), may each implement preventative measures (the “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. The specific Measures required will be established based on conditions present closer to the date of the Event, and notice of the Measures will be provided through signage and other communications. The Measures may include, but are not limited to, mandatory wearing of face coverings at all times, health questionnaires including vaccination checks, temperature checks, sanitation procedures, and physical distancing measures. By registering, Exhibitor agrees that it and all its personnel attending the Event will comply with the Measures unconditionally, and that failure to comply may be enforced by barring non-compliant individuals from the Event. While Measures will be put in place in an attempt to reduce the spread of COVID-19 at the Event, STSA cannot guarantee that its exhibitors, participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in STSA activities at the Event and/or other face to face activities during the Event. By attending the Event, Exhibitor agrees that no Exhibitor personnel will attend the Event who 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, but are not limited to, fever, cough, and shortness of breath;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. 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

Exhibitor agrees to require all its personnel attending the Event to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath, among other things) to notify STSA representatives at the Event immediately if they experience symptoms of COVID-19 while attending, and to notify STSA at stsa@stsa.org as soon as possible for contact tracing purposes if they first experience symptoms of COVID-19 within 14 days after attending the Event.

RELEASE AND WAIVER.

EXHIBITOR AND ITS PERSONNEL ATTENDING THE EVENT WILLINGLY ENGAGE IN THE EVENT. EXHIBITOR, FOR ITSELF AND ALL OF ITS PERSONNEL ATTENDING THE EVENT, HEREBY RELEASES, WAIVES, COVENANTS NOT TO SUE, HOLDS HARMLESS AND FOREVER DISCHARGES THE SOUTHERN THORACIC SURGICAL ASSOCIATION AND ITS CONTRACTORS ASSISTING WITH PRESENTATION OF THE EVENT, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS (THE “RELEASED PARTIES”), OF AND FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR

NATURE, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW WHICH MAY RESULT FROM THE ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE EVENT. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES. SUCH DAMAGES OR LOSSES INCLUDE BUT ARE NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS, OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH EXHIBITOR, ITS SUCCESSORS AND PERMITTED ASSIGNS, AND ITS PERSONNEL ATTENDING THE EVENT, THEIR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON THEIR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM ATTENDANCE AT THE EVENT.

ASSUMPTION OF THE RISK

Exhibitor, on behalf of itself and its personnel attending the Event, acknowledges and understands the following:

1. Participation in the Event 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. Exhibitor and its personnel attending the Event knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, as a result of attendance at the Event, including associated risk of injury, harm and loss, even if arising from the negligence or fault of the Released Parties.

Exhibitor is responsible for instructing its personnel that their attendance at the Event involves the foregoing assumption of risk, and will not permit any of its personnel to attend the Event who do not agree to said assumption of risk.

MEDICAL ACKNOWLEDGMENT AND RELEASE

Exhibitor, on behalf of itself and its personnel attending the Event, acknowledges the health risks associated with the Event, including but not limited to exposure to and contraction of COVID-19, and agrees that any of its personnel attending the Event who experience any symptoms associated with COVID-19 during the Event, including but not limited to fever, cough, and shortness of breath, will discontinue participation at the Event immediately and seek appropriate medical attention. EXHIBITOR, ON BEHALF OF ITSELF AND ITS PERSONNEL ATTENDING THE EVENT, HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH PARTICIPATION IN THE EVENT.

EXHIBITOR ACKNOWLEDGES AND REPRESENTS THAT

it has read the foregoing COVID-19 Safety Acknowledgement – Assumption of the Risk, Liability Waiver and Release of Claims, understands it and agrees that it and its personnel attending the Event shall be bound thereby. Exhibitor also acknowledges that Exhibitor’s personnel attending the Event may each be required to sign a copy of this document as a condition of their attendance.

Signature

Printed Name

Company

Title

Date