

MONARCH HOUSING ASSOCIATES
ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO EVENT ACCESS BY PARTICIPANTS

COVID-19 and its variants (collectively “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. It has been reported that people can be infected, show no symptoms, and still spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies have recommend social distancing and, in many locations, have prohibited the congregation of groups of people. Governmental restrictions may change at any time without prior notice. As such, the Monarch Housing Associates cannot guarantee eligibility to travel or to participate in the 2023 Annual 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 the Mandatory COVID-19 Vaccination Policy for Events, including:
 - a. Providing proof of up-to-date COVID-19 vaccination status, as defined by the [Center for Disease Control](#) or
 - b. If not vaccinated or vaccinations are not up to date, be prepared to show proof of a negative COVID-19 antigen test onsite
3. Abide by all safety and health protocols for the Event including, but 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 sanitation procedures and physical distancing measures at and during the Event;
4. Monitor their health for any symptoms of COVID-19;
5. Not attend the Event if they are experiencing any symptoms of COVID-19;
6. 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;
7. Withdraw their attendance at the Event should they experience any symptoms of COVID-19 during the Event;
8. Notify Monarch of any positive COVID antigen or PCR test received within three (3) days of conclusion of the Event, to allow Monarch to notify attendees that a fellow attendee has tested positive; and
9. Abide by any other policies, protocols, procedures, or other directives from Monarch in connection with the Event.

Neither Monarch, nor any of its members, officers, officials, contractors, agents, employees, volunteers, and any other representative (collectively “Entities”) can prevent Event attendees from becoming exposed to, contracting, or spreading COVID-19 while attending its Event and/or entering onto premises where the Event is held. It is not possible to prevent against the presence or spread of COVID-19. Therefore, if Event attendees meet the above requirements and choose to attend the Event and enter onto premises where its Event is held, they may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

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 to me or to anyone who I come in close contact with if I contract COVID-19. The conference is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in-person. 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, Entities, their respective employees, agents, contractors, volunteers, and other Event participants.

I agree to abide by all preventative measures (collectively “Measures”) put in place by Entities, their respective employees, agents, contractors, and volunteers at any time prior to and during the Event including activities that may include wearing face coverings in public spaces, remaining socially distanced from other Event participants, and promptly notifying Monarch 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, AS WELL AS MY 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), RELATING TO OR IN ANY WAY CONNECTED WITH ANY ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND WHATSOEVER 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 Entities (each defined to include their its members, owners, board members, insurers, employees, agents, contractors, volunteers 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 utilizing Released Parties’ services or premises, or interacting with Released Parties’ members. 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. I understand that this release and waiver under applicable law prevents me from seeking damages in any way against Released Parties, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.

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. I acknowledge that no promises, representations, or affirmations of fact were made to me concerning the safety or danger associated with traveling to the Event or participating in any activity or interaction related to or associated with the Event. I agree that this waiver and release shall bind me and my personal representatives, shall be enforceable to the fullest and broadest extent of the law, and, if any portion is held invalid, the remainder should continue in full legal force and effect.