

## **GENERAL AND COVID LIABILITY WAIVER AND RELEASE OF CLAIMS**

### **INTRODUCTION**

The mission of Children with Diabetes is to focus on care today, so we are ready for a cure tomorrow. We center all of our work to care for those families and all people who live with diabetes. To that end, we want to ensure that we practice all safety protocols when we plan our events, especially in light of the continuing COVID-19 pandemic. We also want to make sure that our staff, volunteers, and board members understand the risks associated with in-person gatherings, and that they are prepared to follow our safety guidelines.

### **PART ONE: COVID LIABILITY WAIVER**

#### **DEFINITIONS FROM THE CDC:**

"Community spread" means spread of an illness for which the source of infection is unknown.

People are considered "fully vaccinated":

- 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or
- 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine
- Received a booster if eligible

Reference:

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>

#### **COVID-19 SAFETY INFORMATION:**

COVID-19 is extremely contagious and is spread mainly from person-to-person contact. Working with our hotel partners, CWD has put in place preventive measures to reduce the spread of COVID-19. However, CWD cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the continuing spread of COVID-19, individuals who fall within any of the categories below should not engage in CWD in person events and/or other face to face activities. By attending an CWD event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the previous fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath, among other symptoms.

2. Individuals who have traveled at any point in the previous fourteen (14) days to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19 unless fully vaccinated; 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:**

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact Marissa Town, BSN, RN, CDCES, Clinical Director, Children with Diabetes, via email at marissatown@childrenwithdiabetes.com, if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with CWD.

#### **PART TWO: GENERAL EVENT WAIVER**

I and other members of my family will be participating in the Children with Diabetes, Inc. (CWD) Friends for Life conference in Seattle, Washington from March 17 to March 19, 2023 (Conference). By accepting this Agreement, I agree that:

1. I assume all responsibility for the behavior and health issues of each member of my family that I bring to the Conference during the Conference. I have alerted CWD of any medical, physical or behavioral issues of any kind with respect to myself and other members of my family (including, but not limited to, information about mental or physical fitness, such as treatment for aggressive behavior, etc.). Any member of my family participating at the Conference with type 1 diabetes will have a blood glucose meter, insulin, and a source of glucose available to them at all times.
2. I assume all responsibility for (a) any and all of the risks associated with my family attending the Conference and participating in any activities at the Conference, whether known or unknown, and any actions or inactions of any person I bring to the Conference.
3. I hereby grant my consent to CWD and its affiliates and any successors or assignees to use, reproduce, publish, and/or distribute the photographic or video image(s) of me and any other member of my family that I bring to the Conference (referred to as "Images") taken at any time during the Conference, and to alter or edit the Images in connection with such use, reproduction, publication, and/or distribution, in any and all media, now known or hereafter invented, for any purpose, including without limitation in connection with the promotion, merchandising, publicity and advertising of CWD products and/or services. I understand that CWD has no obligation to use any of the Images, or the name or likeness of me and any other members of my family that I bring to the Conference. I will not have the right to rescind the permissions granted in this Agreement or, nor will I have the right to prevent the use, reproduction, publication, and/or distribution of the Images.
4. In consideration of CWD's agreement to allow me and other members of my family to participate, as attendees, in the Conference, I compromise, release and forever discharge any and all claims and demands, known or unknown, of whatever kind or character, that I and any other members of my family that I bring to the Conference or I may have now, or at any point hereafter, against CWD, its agents, employees, representatives, officers, directors, insurers, successors and assigns, and any all parties in privity with such organizations or individuals, in their individual and representative capacities, arising out of, directly or indirectly, or connected

in any way with our participation in the Conference. In particular, I hereby release CWD from, and promise not to sue CWD for, any cause of action, whether known or unknown, for libel, slander, invasion of any right of privacy, publicity or personality, or any other cause of action, based upon or relating to the use of the Images or the exercise of any of the rights referred to in this Agreement.

This Agreement constitutes our entire understanding with regard to the subject matter of this agreement and cannot be amended except by a written instrument signed by the parties hereto. This Agreement will be binding upon our respective affiliates, successors, assigns, heirs and representatives.

#### **LIABILITY WAIVER AND RELEASE OF CLAIMS:**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with CWD, and I willingly engage in CWD events and/or other activities (the "Activity").

#### **RELEASE AND WAIVER.**

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST CHILDREN WITH DIABETES AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, STAFF AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

#### **ASSUMPTION OF THE RISK.**

I acknowledge and understand the following:

1. Participation 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. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and,
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

#### **MEDICAL ACKNOWLEDGMENT AND RELEASE.**

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other

symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE 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 MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any CWD event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and you agree that: (a) CWD, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **INDEMNIFICATION.**

I agree to indemnify and defend Children with Diabetes and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, staff and agents against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's presence in the CWD Activity.

#### **APPLICABLE LAW.**

Any legal or equitable claim that may arise from participation in the CWD Activity shall be resolved under Ohio law.

#### **NO DURESS.**

I agree and acknowledge that I am under no pressure or duress to accept this Liability Waiver and Release of Claims and that I have been given a reasonable opportunity to review it before accepting. I further agree and acknowledge that I am free to have my own legal counsel review with Liability Waiver and Release of Claims if I so desire.

#### **ARM'S LENGTH AGREEMENT.**

This Liability Waiver and Release of Claims and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Liability Waiver and Release of Claims, or any of its provisions, the Parties and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**ENFORCEABILITY.**

The invalidity or unenforceability of any provision of this Liability Waiver and Release of Claims, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Liability Waiver and Release of Claims or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Liability Waiver and Release of Claims.

**DISPUTE RESOLUTION.**

The Parties will attempt to resolve any dispute arising out of or relating to this Liability Waiver and Release of Claims through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the Alternative Dispute Resolution procedure as follows: Any controversies or disputes arising out of or relating to this Liability Waiver and Release of Claims will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY ACCEPTING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**