



## **Terms & Conditions | Liability Waiver & Release**

PLEASE READ THIS TERMS & CONDITIONS | LIABILITY WAIVER & RELEASE AGREEMENT (“AGREEMENT”) CAREFULLY.

BY CLICKING THE BOX YOU ACKNOWLEDGE THAT YOU (THE “PARTICIPANT”) HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE PARTICIPANT DOES NOT AGREE TO THESE TERMS AND CONDITIONS, PARTICIPANT MAY NOT ATTEND THE EVENT.

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with FRIENDS: The National Association of Young People Who Stutter (“FRIENDS”), and I willingly engage in FRIENDS in-person meetings, events, and/or any interaction with FRIENDS or its members (the “Activity”).

### **COVID-19 SAFETY INFORMATION.**

FRIENDS will follow all local COVID-19 safety protocols, and will be carefully following up-to-date CDC guidelines and will make decisions accordingly.

While participating in the Activity, “social distancing” must be practiced, face coverings worn at all times, and you must comply with local, state, and federal guidance applicable to you in order to reduce the risks of exposure to COVID-19. However, as infections can be passed by individuals not presenting symptoms, FRIENDS cannot guarantee that its 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 any Activity. By attending an Activity, you certify that you do not 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 fever, cough, and shortness of breath among others; or
2. Individuals who have been in direct contact with an individual known or suspected to have COVID-19 within the past 72 hours, 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.

### **RELEASE AND WAIVER.**

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FRIENDS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR PAST, PRESENT, OR FUTURE DIRECTORS, OFFICERS, , VOLUNTEERS, 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 HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. 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.

I agree to indemnify and hold FRIENDS and the Released Parties harmless from any and all liability, loss or damage (including reasonable attorney fees) caused by or arising in any manner from my participation in the Activity.

**ASSUMPTION OF RISK.** I acknowledge and understand the following:

1. Participation in the Activity 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.

As a FRIENDS member, participant, volunteer, and/or attendee, you recognize that your participation in, involvement and/or attendance at any 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) FRIENDS (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 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.