

EXPRESS WAIVER OF LIABILITY AND AGREEMENT
(District of Columbia)

To comply with public health best practices, and because the well-being of our staff, members, their families, and our community at large is of the utmost importance to us and to you during the COVID-19 pandemic, everyone attending the Apartment and Office Building (“AOBA”) Event is required to review the information below and then sign this Agreement.

By registering for and attending the AOBA Event at the Event Facility premises (the “Activities”), and by signing below, I hereby acknowledge and agree to the following pursuant to this Express Waiver of Liability and Agreement (the “Agreement”):

1. Definitions:

The Event is AOBA Holiday Party

The Event Facility is the Rooftop located at 2401 M Street Northwest Washington, District of Columbia 20037 United States.

2. I agree to follow all recommended Center for Disease Control and Prevention (“CDC”) and District of Columbia guidelines relating to COVID-19. We are all responsible for complying with these recommended preventative steps, and I understand that my attention to those guidelines is necessary to prevent the spread of COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day, and that, accordingly, the CDC, state and local requirements and guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updated requirements and guidelines.

3. I agree to comply with the stated and customary terms and conditions for participation in the Activities as regards protection against infectious disease, including COVID-19, and the requirements for participation in the Activities as set forth by the Event Facility or AOBA. I understand that my failure to abide by these requirements will result in my being denied entry to the Event Facility or continued participation in the Activities, and if I am denied entry or participation, I forfeit all registration fees.

4. I am confirming my understanding that the AOBA cannot guarantee that individuals at the Event do not have COVID-19. I am also confirming my personal commitment to help AOBA keep everyone at the Event as safe as the AOBA can.

5. I hereby acknowledge and agree that COVID-19 is highly contagious, and that although the AOBA is taking reasonable efforts to mitigate risks of exposure to COVID-19, all risk cannot be eliminated. As such, I am assuming the inherent risk of exposure to COVID-19 by participating in the Activities.

6. I agree to immediately inform AOBA staff if I begin to experience COVID-19 symptoms during the Event, or if I am diagnosed with COVID-19 within ten (10) days after the Event, and to provide information regarding the other attendees with whom you had close contact.

7. You hereby consent to the AOBA informing other Event attendees that they have potentially been exposed to COVID-19. You understand that the AOBA will take all reasonable and necessary steps to keep your identity private, however, to protect the health and safety of others, and to comply with all applicable regulations and guidelines, it may be necessary for the AOBA to disclose your identity and health status with respect to COVID-19. You hereby consent to such disclosure.

8. I ACKNOWLEDGE AND FULLY ASSUME THE RISK OF ILLNESS OR DEATH RELATED TO COVID-19 ARISING FROM MY BEING ON THE PREMISES OF THE EVENT FACILITY AND PARTICIPATING IN THE ACTIVITIES. I FULLY APPRECIATE THE NATURE AND EXTENT OF THE RISK I AM ASSUMING. Additionally, I (for myself and on behalf of all of my heirs, successors, assigns, any minor children over whom I represent I have requisite authority, and all of my legal representatives), hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE, AND HEREBY AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS, the AOBA, the Event Facility, their respective owners, officers, directors, members, affiliates, sponsors, agents, employees, successors and assigns, and anyone else claiming by, through, or under them (collectively, the "Releasees" even if the Releasee is negligent, but not grossly negligent, reckless or intentionally tortious) from and against any and all claims, losses, expenses (including, without limitation, attorneys' fees, costs and disbursements) damages, sickness, death, bodily injury, or liability, known or unknown, now existing or developing in the future, which are related to, in connection with, or arising out of, in any way, directly or indirectly to COVID-19 and which: (a) occur or may occur to me as a result of my being on the premises of the Event Facility and/or participating in the Activities (including, without limitation, my being infected by COVID-19), whether or not an action is brought, or (b) arising from or out of, or relating to, directly or indirectly, the infection by COVID-19 of others or any other illness or injury to others, whether or not an action is brought, which is caused by, through or under me (collectively, "Claims").

9. It is my express intent that this Agreement shall bind any of my assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE the Releasees or any of them. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the District of Columbia. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES OF THE EVENT FACILITY AND PARTICIPATE IN THE ACTIVITIES.

IN REGISTERING FOR AND PARTICIPATING IN THE ACTIVITIES, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND IT AND AGREE TO 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; AND I AGREE TO THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION (RECEIPT OF WHICH I HEREBY ACKNOWLEDGE) FULLY INTENDING TO BE BOUND BY THIS AGREEMENT.

To facilitate execution of this Agreement, the parties agree to its signing and exchange by any electronic means which produces a record capable of printing and storage (such as, but not limited to, electronic mail or PDF) and such electronic signing shall create a valid and binding Agreement with the same force and effect as manual signing.