

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Commonwealth of Virginia)

By registering for and attending the Apartment and Office Building (“AOBA”) Event at the Event Facility premises (the “Activities”), I hereby acknowledge and agree to the following pursuant to this Assumption of Risk Agreement (the “Agreement”):

1. Definitions:

The Event is AOBA’s in person training courses in association with the NAPE. The Event Facility is the training facility of the Lansdowne Resort and Spa, located at 5520 Cherokee Avenue Suite 250 Alexandria, VA 22312-2319 United States.

2. I understand the hazards associated with the diseases and conditions caused by the novel coronavirus SARS-CoV-2 (“COVID-19”), or any mutations or similar viruses, and am familiar with the Center for Disease Control and Prevention (“CDC”) requirements and guidelines and state and local requirements and guidelines regarding 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, as well as the most recent legal requirements related thereto.

3. Notwithstanding the health risks associated with COVID-19, which I understand could lead to my death or serious illness associated with COVID-19, which I readily assume and acknowledge, I hereby willingly choose to participate in the Activities and 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 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 AND I VOLUNTARILY INCUR THAT RISK. 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 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 “Indemnitees” even if the Indemnitee is negligent) 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").

5. It is my express intent that this Agreement shall bind any of my assigns and representatives. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the Commonwealth of Virginia. 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 INDEMNITEES 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.

Printed Name: _____