

## Assumption of Risk and Waiver of Claims

The Biomedical Engineering Society ("BMES") is holding the BMES Annual Meeting ("AM") October 6-9, 2021 at the Marriott World Center in Orlando, FL ("Venue"). Attendees have the choice to attend the AM either in-person or through an online format. Those choosing to attend the AM in-person must agree to the terms of this Assumption of Risk and Waiver of Claims ("Waiver").

By signing this Waiver, the undersigned ("I" or "you") acknowledge that you have made the decision to attend the AM in-person with the full understanding of the inherent risks of such decision and acknowledge and agree as follows:

- COVID-19 is an ongoing extremely contagious worldwide pandemic;
- Infection with COVID-19 infection can result from close proximity to others, person-to-person contact, exposure to droplets/aerosols released by other attendees as a result of breathing, coughing, talking and normal interaction as well as by touching surfaces;
- By traveling to and/or attending the Event, I risk becoming exposed to or infected with COVID-19 as a result of my actions, omissions, or negligence, or those of other attendees or participants, including without limitation, SVS's officers, directors, employees, agents, members or exhibitors.
- Contracting COVID-19 can result in personal injury, illness, permanent disability, and death, and persons with underlying medical conditions or who are over the age of 65 are considered to be at "high risk" and particularly susceptible to developing severe illness from COVID-19;
- BMES cannot guarantee that I will not become infected with COVID-19 during the AM;
- Attending the AM could increase my risk of contracting COVID-19; and
- BMES is not responsible for the Venue's COVID-19 mitigation efforts (or lack thereof) or any negligence by the Venue or its staff relative to such precautions.

### To help minimize the potential for COVID-19 transmission:

I acknowledge and agree that it is my obligation to follow all recommended health and safety measures while attending the AM, including but not limited to:

- (i) Avoid person-to-person contact such as handshakes, high-fives, hugs or kisses;
- (ii) Maintain a minimum distance of six feet from others in order to allow for "social distancing;"
- (iii) Wear a face mask
- (iv) Wash hands frequently throughout the day for at least 20 seconds or use hand sanitizer if hand washing is not readily available;
- (v) Consent to temperature checks by onsite paramedics.

**I acknowledge and agree that I am attending the AM voluntarily, and at my own risk. I hereby release, for myself, my heirs, assigns, personal representatives and next of kin, and do forever discharge, covenant not to sue, indemnify and hold harmless BMES, its directors, officers, agents, employees, members, and representatives, of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of, in connection with, or relating to my attending or participating in th AM including, without limitation, any illness, damages, or injury whatsoever resulting from my attendance at the AM, participation in events related to the AM, exposure to an infectious disease (including Covid-19) or the manner in which the AM or its related events and activities are conducted (collectively, "Claims"). I understand and agree that this Waiver includes any Claims based on the actions, errors, omissions, or negligence of BMES, its directors, officers, agents, employees, members, and representatives, whether a condition giving rise to any Claims occurred before, during, or after I attended or participated in the AM.**

I understand that BMES is under no obligation to provide support or safety during the AM or medical aid in case of accident or illness. However, should an accident or illness occur, I give BMES (or its representatives or staff) permission to seek immediate medical aid, and I further agree to hold harmless BMES and its respective officers, directors, members, staff and representatives from any liability for illness, death, injury, loss or damage related in any way to the provision, or lack of provision, of medical aid.

**I affirm I have carefully read this Waiver, understand its terms and conditions, and agree to be bound by all terms and conditions.**