

**NEW YORK STATE ASSOCIATION OF REALTORS®  
COVID-19 ACKNOWLEDGMENT AND LIABILITY WAIVER AND RELEASE OF CLAIMS**

I desire to and willingly participate in the “Opportunity Awaits” - 2022 Mid-Winter Business Meetings (Event) hosted by the New York State Association REALTORS® (NYSAR). In consideration of being permitted to attend and participate in the Event, and in recognition of NYSAR’s reliance hereon, I agree to the terms and conditions set forth in this agreement (“Release”).

I am aware that the 2019 novel coronavirus disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization, and understand that my participation in the Event is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or economic loss. I am also aware of the highly contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases (collectively, “Disease”), and of the risk that I may be exposed to or contract the Disease by attending the Event, which may result in serious illness, personal injury, disability, death, and/or economic loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of NYSAR. I understand that while NYSAR has implemented measures to reduce the risks associated with the Event and the spread of the Disease, NYSAR cannot guarantee that I will not be injured or become infected with the Disease as a result of my participation in the Event and that attending the Event may increase my risk of contracting the Disease.

**ASSUMPTION OF RISK**

NOTWITHSTANDING THE AFOREMENTIONED RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND THAT MY ATTENDANCE INCLUDES THE POSSIBILITY OF EXPOSURE TO AND ILLNESS FROM THE DISEASE, INCLUDING BUT NOT LIMITED TO COVID-19. I HEREBY KNOWINGLY AND FREELY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, HARM AND LOSS ASSOCIATED WITH OR ARISING FROM MY ATTENDANCE AT THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OR CONDUCT OF NYSAR OR ANY RELEASEE HEREUNDER.

**RELEASE AND WAIVER**

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE NOW KNOWN OR HEREAFTER KNOWN, AGAINST NYSAR, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, "RELEASEES"), EITHER IN LAW OR EQUITY, AND THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE 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 RELEASEES, INCLUDING BUT NOT LIMITED TO ILLNESS, DISABILITY, DEATH, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE TO PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN AND ATTENDANCE AT THE EVENT, WHETHER CAUSED BY OR ARISING OUT OF THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND OF NYSAR OR ANY RELEASEES. I COVENANT NOT TO MAKE OR BRING ANY CLAIM I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY

APPOINTED OR DESIGNATED REPRESENTATIVE, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF AGAINST NYSAR OR ANY RELEASEE, AND FOREVER RELEASE AND DISCHARGE NYSAR AND ALL RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

#### **MEDICAL ACKNOWLEDGEMENT AND RELEASE**

I confirm and agree that: a) I will not attend the Event if I am experiencing symptoms of the Disease (including but not limited to a cough, shortness of breath, fever or any other symptom association with COVID-19), have a confirmed or suspected case of the Disease, or have knowledge that in the 14 days prior to the Event that I have come into contact with a person who has been confirmed to have or suspected of having the Disease; b) I am required to and will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Event and the Disease while participating in the Event, including, but not limited to, hand sanitation, practicing social distancing, and wearing a face covering over both my mouth and nose at all times; c) I will follow all instructions, recommendations, and cautions of NYSAR at all times during the Event; d) I will participate in and cooperate with contact tracing efforts by state and local governments and by NYSAR; e) I will immediately cease participation in the Event if at any time during the Event I believe I am no longer in proper physical condition to participate in the Event; and f) if during the Event, or within fourteen days after participating in the Event, I begin experiencing symptoms of the Disease or test positive for the Disease, I will immediately discontinue further participation in the Event and immediately notify NYSAR's General Counsel, Anthony Gatto at [covidfaqs@nysar.com](mailto:covidfaqs@nysar.com)

I HEREBY CONSENT TO RECEIVE MEDICAL TREATMENT DEEMED NECESSARY IF I AM INJURED OR REQUIRE MEDICAL ATTENTION DURING MY PARTICIPATION IN THE EVENT. I UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION AND/OR EVACUATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS NYSAR AND THE RELEASEES FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE EVENT.

#### **INDEMNIFICATION**

I agree to indemnify and hold harmless NYSAR and all other Releasees against any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities, and expenses of whatever kind, including attorney fees, brought as a result of my participation in the Event and to enforce any indemnification right under this Release, and to reimburse NYSAR and all Releasees for any such expenses incurred.

This Release constitutes the sole and entire agreement of NYSAR and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of NYSAR and the Releasees and me. All matters arising out of or relating to this

Release will be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Albany County, New York and I hereby consent to the exclusive jurisdiction of such courts.

**BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NYSAR.**