

## **Healthy Kids, Healthy Programs Summit Attendee Liability Waiver & Assumption of Risks**

### **Attendee Liability Waiver & Assumption of Risks:**

Attendee assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that attendee may experience or incur in connection with attending the *Healthy Kids, Healthy Programs Summit, May 23 and 24, 2023* (herein, the Program). In consideration of the permission granted to me by Framingham State University to access the Program, I hereby release and hold harmless Framingham State University and the Massachusetts Board of Education, its officers, agents, or employees from all actions, damages, claims, or demands which we, our heirs, executors, administrators, or assigns may have against Framingham State University, its successors, or assigns, for all personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of the Program.

Specifically relating to the global COVID-19 pandemic, attendee acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the *Healthy Kids, Healthy Programs Summit*, and that such exposure or infection may result in personal injury, illness, disability, and/or death to attendee. Attendee understands the risk of becoming exposed to or infected by COVID-19 at the *Healthy Kids, Healthy Programs Summit* may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, attendee understands and agrees that this release includes any claims based on the actions, omissions, or negligence of Framingham State University, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the *Healthy Kids, Healthy Programs Summit*.

In addition to all other rules and regulations relating to the attendee's attendance at the *Healthy Kids, Healthy Programs Summit*, attendee agrees to comply with all COVID-related procedures that may be implemented by Framingham State University and our host location, Four Points by Sheraton Norwood, including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible the health and safety of all *Healthy Kids, Healthy Programs Summit* attendees.

I further agree that this release and hold harmless agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. If any term or provision of this release and hold harmless agreement shall be held illegal, unenforceable, or in conflict with any law governing this release and hold harmless agreement, the validity of the remaining portions shall not be affected thereby.

By checking this box, I acknowledge that I have read this release and hold harmless agreement, and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I have the legal authority to and hereby do execute the release on my own behalf.