

AGREEMENT TO ABI SAFETY PROTOCOLS, ACKNOWLEDGMENT AND RELEASE

By registering for and attending ABI's 2021 Southeast Bankruptcy Workshop (Workshop), you and your guests agree to abide by and engage in certain health-and-safety-beneficial conduct while attending the Workshop. These safety protocols are specific to ABI and are in addition to any safety protocols required by the hotel (ABI Safety Protocols). The ABI Safety Protocols include, but are not limited to, submitting daily health check forms, wearing a mask while attending indoor ABI Workshop sessions and events (except when eating or drinking while seated), engaging in appropriate physical distancing both indoors and outdoors, and not attending Workshop events or sessions if you are ill or have been recently exposed to COVID-19.

Based on recommendations, ABI will adjust official capacities and reduce occupancies for your safety. Some Workshop events may require pre-registration. We encourage you to register early to reserve your spot, as onsite attendance may be limited. We will also include signage to reinforce safety in spatial distancing.

These safety protocols may change from time to time as conditions change. Attendees will be notified of any changes to the safety protocols. Failure to follow ABI-required safety protocols may result in ABI denying access to in-person Workshop events.

LIMITATIONS ON PARTICIPATION

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, ABI has put in place preventive measures to reduce the spread of COVID-19. However, ABI cannot guarantee that its participants, volunteers, partners or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ABI events. By attending an ABI event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough and shortness of breath, among [others](#);
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as noncontagious by state or local public health authorities or the health care team responsible for their treatment.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my attendance at the ABI Workshop, and I willingly engage in the ABI Workshop events and sessions (the “Activity”).

RELEASE AND WAIVER.

BY REGISTERING FOR AND ATTENDING THE WORKSHOP, I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE AMERICAN BANKRUPTCY INSTITUTE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING, IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, 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 RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT-OF-POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN

AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. By registering for and attending the Workshop, I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. By registering for and attending the Workshop, I acknowledge the health risks associated with the Activity, including, but not limited to, transient dizziness, lightheadedness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. BY REGISTERING FOR AND ATTENDING THE WORKSHOP, I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER THAT ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.