

## COVID-19 EVENT AGREEMENT

**Please read the following Agreement carefully.**

**By proceeding with registration, you are agreeing to abide by the terms of this Agreement, which includes a waiver and release of liability.**

**COVID-19 Acknowledgement of Risk.** I am aware and understand that the World Health Organization has declared a worldwide pandemic based on the COVID-19 virus. I acknowledge that information regarding the virus and how it is transmitted, the efficacy of vaccines, and the risks to vaccinated and unvaccinated people from variant strains continues to evolve, and advice, protocols and guidelines to reduce the spread of the virus continue to develop and change on an ongoing basis.

I acknowledge and agree that I am voluntarily registering to attend and participate in Alfred University's Annual Alumni Reunion on August 5-8, 2021 (the "Event"). I acknowledge that the participants at the Event are likely to interact with each other, and with other guests and employees of Alfred University and that there is an inherent risk that the COVID-19 virus could be transmitted by or among any of these persons despite reasonable precautions, including (but not only) transmission by a person who has no symptoms and potentially by persons who have been vaccinated and/or who have recently received negative test results for COVID-19.

I understand that Alfred University intends to develop and implement protocols and processes, based upon the guidance and directives in effect at the time of the Event from the applicable local, state and national governmental and public health authorities (together, "Guidelines") that are intended to mitigate the risk of the transmission of COVID-19 at the Event; however, Alfred University cannot guarantee that the risk of transmission of COVID-19 at the Event can be completely eliminated. Alfred University will inquire about the vaccinated status or test results of attendees and its employees but does not intend to require proof of vaccination or absence of infection by attendees or employees.

I am voluntarily deciding to attend and participate in the Event, including in activities, programs and excursions, that I choose to attend, with knowledge of the risks and dangers related to the COVID-19 virus, to me, to my guests and to other members of my household, and I am voluntarily accepting and assuming these risks, both known and unknown, whether caused by the fault or negligence of Alfred University, its officers, employees, agents, employees, other participants, sponsors, volunteers collectively, or otherwise.

**Acknowledgement of Compliance with Guidelines.** A critical component of the efforts to protect participants and their guests at the Event is the acceptance of a shared commitment by all attendees, participants and their guests to adhere to and comply with the applicable Guidelines, and to act prudently, safely and in accordance with public health directives. I agree that I will be responsible to make myself familiar with the Guidelines in effect at the time and location of the Event, and I agree that I will abide by and comply with those Guidelines, and any other policies and procedures that are communicated to me by Alfred University. I also agree that I will provide complete, truthful and accurate information in response to any inquiries regarding the status of my health and travel.

**Waiver and Release of Claims.** In consideration of acceptance of my registration for the Event, I hereby agree to defend, indemnify and hold harmless Alfred University, its officers, employees, agents, employees, other participants, sponsors, volunteers (collectively, “Releasees”), to the fullest extent permitted by law, for and from any injury, damage, harm or loss incurred or suffered by me, any guest of mine and any member of my household arising out of, resulting from or caused by, directly or indirectly, the attendance or participation in any activities or programs related to the Event by me or any guest of mine, and I expressly agree, for myself and on behalf of any guest of mine, to waive, release and not to assert any and all claims, whether arising in contract, tort or otherwise, against any Releasee relating to any such injury, damage, harm or loss, whether or not caused by the action, inaction, failure to act, fault, negligence, or conduct of any Releasee or otherwise. I understand that this waiver is intended to be to the fullest extent permitted by law, and expressly applies to exposure to the COVID-19 virus and other communicable diseases.

**Indemnification.** I further agree to defend, indemnify, and hold harmless Alfred University for and from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Alfred University, arising out or resulting from any claim of a third party related to my attendance and participation at the Event if I fail to comply with the Guidelines and/or provide information that is not truthful, complete or accurate.

**Travel and Risk of Cancellation.** I understand and acknowledge that I have independently chosen the method of travel to and from the Event based upon my personal preferences and individual considerations, and without direction or influence by Alfred University. I understand, acknowledge and fully accept the risks of exposure, transmission and injury inherent during my travel to and from the Event. I am also aware that governmental and public health guidance and directives have changed from time to time and may continue to change, including because of the extent of the COVID-19 virus at the time of and in the location of the Event. I understand and accept the risk that the Event may be altered or cancelled based upon changes in circumstances, including to comply with governmental or public health guidance or mandates. I agree that Alfred University shall also have the complete, exclusive and sole discretion to determine whether to cancel or change the Event, or to cancel, limit or change any activities, programs or excursions associated with the Event, even if it is not required to do so, including to address or in response to the risks posed by the COVID-19 virus, or to comply with directions or requirements of Guidelines. I agree that if the Event is canceled or changed for any reason, I will not seek any compensation or reimbursement from Alfred University for any fees, costs, expenses, nonrefundable charges or penalties I may incur or have incurred as a result, including but not limited to airfare or other travel charges that I or my guests may have incurred.

**Legally Enforceable Document.** I recognize that this Agreement, including the waiver and release provisions, is intended to be an enforceable legal document and that I have carefully read and fully understand the provisions of this Agreement and having had a sufficient opportunity to consider its terms and have chosen to voluntarily enter into this Agreement by proceeding with

registration for and attendance at the Event. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.