

Acquire or Be Acquired Conference
ASSUMPTION OF RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend frequent hand washing, wearing a face mask, social distancing, etc. at all times outside of the home and have, in many locations, prohibited the congregation of groups of people larger than a certain designated size.

In conjunction with the *Acquire or Be Acquired Conference* and ancillary activities planned in conjunction with such conference (collectively, the “**Event**”), DirectorCorps, Inc. (the “**Company**”) has put in place certain preventative measures and will be providing certain notices at the Event in a good faith attempt to reduce the spread of COVID-19 in conjunction with the Event.

However, the Company, the sponsors of the Event, and the venue for the Event cannot guarantee that you or your guests or those you may come in close contact with at the Event or traveling to the Event) will not be exposed to or become infected with COVID-19 as a result of attending the Event or travel in conjunction with the Event.

As partial consideration for the Company allowing you (and your guests) to attend the Event in person, you (the undersigned or “**you**” and variations of that pronoun, including without limitation possessives and plurals), on your behalf and on behalf of your guests at the Event, hereby agree to the terms and conditions set out in this Assumption of Risk and Waiver of Liability (this “**Waiver**”).

By registering for the Event and/or signing this Waiver, you acknowledge the contagious nature of COVID-19 and that attending an in-person event could increase risks to you and your guests of contracting COVID-19 and you voluntarily assume any risk that you or your guests may be exposed to or infected by COVID-19 by attending the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Event may result from the actions, omissions, or negligence of the Company or others, including, but not limited to, sponsors of the Event, venue employees and vendors, volunteers, and program participants and their families.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or your guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your guests may experience or incur in connection with attendance at the Event, including without limitation

travel to the Event. On your behalf, and on the behalf of your guests, you hereby release, covenant not to sue, discharge, indemnify, and hold harmless the Company, the Event sponsors, and the venue and their respective employees, board of directors, officers, staff members, agents, representatives, and contractors (also collectively included within the definition of Company for the purposes of such covenant and the releases provided for in this Waiver), including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, whether a COVID-19 infection occurs before, during or after the Event. You understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Company, the Event sponsors, and the venue and their respective employees, board of directors, officers, staff members, agents, representatives, and contractors, whether a COVID-19 infection occurs before, during, or after participation in your Event.

Venue and Event Policies

Company, Event sponsors, and the venue will not be required to or be held liable for checking temperatures or patrolling guest conduct as related to COVID-19 (i.e. staying six feet apart, washing hands, wearing of masks, etc.). In the event that the venue requires these actions, you agree to conform to such requirements, and you agree to abide by posted rules, warnings, and instructions of the venue and Company in conjunction with the Event. The Event sponsors and the venue, and their respective employees, board of directors, officers, staff members, agents, representatives, and contractors, shall be deemed a third party beneficiary of this Waiver.

You further agree not to attend the Event if you are diagnosed with or suspect that you may have been infected or exposed to COVID-19, and in the event that you become ill or suspect you have been infected with or exposed to COVID-19, you agree to immediately discontinue your participation in the Event and alert the Company via email or telephone.

While the Company assumes no liability for contacting you should it learn of anyone associated with the Event or the venue being infected or exposed to COVID-19, and you, on your own behalf and on behalf of all of your guests, hereby waive any such notice requirement and agree to indemnify and hold the Company, the Event sponsors, and the venue, and their respective employees, board of directors, officers, staff members, agents, representatives, and contractors harmless from any claims related to such notification. Should the Company or the venue need to contact you or your guests for any reason, including notice with respect to infection or exposure to COVID-19, you explicitly agree that the Company or the venue may contact you at the email address you have provided as part of the registration process.

If you cannot agree to or accept the foregoing terms of this Waiver, **DO NOT REGISTER FOR IN-PERSON ATTENDANCE AND/OR ATTEND THE EVENT IN PERSON.**

Failure to agree to or abide by the terms of this Waiver may result in denial of entry to the Event or immediate expulsion from the Event, in Company's sole discretion, without any further

liability to you (including without limitation refund of any admission fees you may have paid), in addition to any and all other remedies which the Company may have at equity or at law. Registration for the Event constitutes your acceptance of the terms of this Waiver.