



NATIONAL HEADQUARTERS
KAPPA KAPPA PSI & TAU BETA SIGMA
POST OFFICE BOX 849
STILLWATER, OKLAHOMA 74076
405-372-2333

Print Name: _____

PART 1 - National Convention Liability Release and Waiver; Indemnification

The undersigned (hereinafter referred to as “Attendee”) acknowledges, understands, confirms and agrees that Attendee’s attendance at, and participation in any activities, events and functions (collectively, the “Activities”) associated with, the 2021 Kappa Kappa Psi and Tau Beta Sigma National Convention (the “National Convention”) could result in injury to Attendee and/or damage to Attendee’s property from a combination of factors including, but not limited to, dangerous conditions at, in or about any lodging, dining, meeting, recreational and/or other facilities utilized for the National Convention and the Activities, transportation of Attendee to and from the National Convention and/or the Activities, third-party vendors contracted to provide goods and services for the National Convention and its attendees, unfavorable weather conditions, and other risks to Attendee from attending the National Convention and participating in the Activities. Attendee fully realizes the dangers and risks to Attendee of attending the National Convention and participating in the Activities.

In consideration of the time, effort and expenses incurred by Kappa Kappa Psi and Tau Beta Sigma to host the National Convention and plan the Activities, and as a condition to Attendee being permitted to attend the National Convention and participate in the Activities, **ATTENDEE HEREBY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES (AS DEFINED BELOW) WITH RESPECT TO ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHETHER KNOWN OR UNKNOWN, WHICH ATTENDEE HAS OR MAY IN THE FUTURE HAVE AND WHICH COULD BE ASSERTED BY OR ON BEHALF OF ATTENDEE IN CONNECTION WITH ATTENDEE’S ATTENDANCE AT THE NATIONAL CONVENTION AND/OR ATTENDEE’S PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE, NEGLIGENCE PER SE, NEGLIGENT MISREPRESENTATION, PREMISES LIABILITY, TORT CLAIMS, BREACH OF WARRANTY, STATUTORY VIOLATIONS AND BREACH OF CONTRACT.**

The term “Released Parties” shall mean Kappa Kappa Psi and Tau Beta Sigma and its officers, directors, managers, employees, agents, representatives, volunteers, assigns and successors in interest. The foregoing release and waiver of claims shall not apply to claims arising from the grossly negligent, reckless, or intentional conduct by any of the Released Parties.

PART 2 - COVID-19 Assumption of Risk & Waiver of Liability

This Assumption of Risk and Release of Liability (the “**Release**”) is between Kappa Kappa Psi & Tau Beta Sigma (“**Organization**”) and the person named below (“**I**” or “**me**”). The Organization is hosting the 2021 National Convention (“**Activity**”). To participate in the Activity, I agree to the following:

- 1. Inherent Risks.** I understand the coronavirus disease 2019 (“**COVID-19**”) is contagious and spreads mainly from person-to-person through close contact (i.e., within about six feet) or respiratory droplets produced when the infected person coughs, sneezes, or talks. I understand COVID-19 may be spread by people who are not showing symptoms. I understand that I may be exposed to COVID-19 while participating in this Activity. I understand that COVID-19 exposure or infection may result in serious illness, personal injury, permanent disability, or death.
- 2. Voluntary Participation.** I am voluntarily participating in the Activity knowing the danger involved.
- 3. Assumption of Risk.** I am aware of and understand that the inherent risks outlined in Section 1 of this Release cannot be eliminated no matter how much care the Organization takes. I assume all risks of serious illness, personal injury, permanent disability, or death associated with COVID-19 and arising from my participation this Activity. If I believe conditions are unsafe, I shall immediately stop participating in this Activity.
- 4. COVID-19 Representations and Warranties.** I represent and warrant the following to the Organization:
 - a.** I am not experiencing any symptoms of COVID-19, including fever or chills, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
 - b.** I have not had close contact with a person diagnosed with or suspected of having COVID-19 in the last fourteen days.
 - c.** I do not share a living space with anyone who had close contact with a person diagnosed with or suspected of having COVID-19 in the last fourteen days.
 - d.** I am not suspected of having COVID-19. I have not been diagnosed with or tested positive for COVID-19 in the last fourteen days.
 - e.** I will comply with all federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including requirements related to hand sanitation, social distancing, and the use of face coverings.

5. **Indemnification.** I shall defend, indemnify, and hold harmless the Organization and its officers, agents, affiliates, volunteers, members, new or associate members, and all other people acting on the Organization's behalf in any capacity ("**Releasees**") against any losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, or costs related to COVID-19, including reasonable attorney fees, for any injury, damage, or loss, caused by my participation in this Activity or my own negligent, intentional, or reckless behavior.
6. **Release.** I expressly agree not to sue and release and discharge the Organization and Releasees from all liability, claims, demands, losses, or damages related to COVID-19, including claims alleged to be caused, in whole or in part, by the Organization's or Releasees' negligence, including negligently rendering aid.
7. **Complete Agreement.** This Release is the entire agreement between me and the Organization about this subject and supersedes all prior understandings, agreements, representations, or warranties.
8. **Severability.** If any Release term is invalid or unenforceable in a jurisdiction, all other terms remain in effect. Invalidity or unenforceability in one jurisdiction will not make a term invalid or unenforceable in any other jurisdiction.
9. **Binding Effect.** This Release binds me, the Organization, our respective successors and assigns, and anyone acting on my behalf.
10. **Governing Law.** Oklahoma law governs this Release. The Release will be construed under the laws of Oklahoma without giving effect to any choice or conflict of law provision or rule.
11. **Forum Selection.** A party may only bring a claim arising out of this Release in the federal or state courts located in Payne County, Oklahoma, and I consent to the exclusive jurisdiction of those courts.

ATTENDEE ACKNOWLEDGES AND AGREES THAT THIS COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY IS BINDING ON ATTENDEE AND INURES TO THE BENEFIT OF KAPPA KAPPA PSI AND TAU BETA SIGMA AND THE RELEASED PARTIES. ATTENDEE UNDERSTANDS THAT BY SIGNING THIS COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY, ATTENDEE IS WAIVING SUBSTANTIAL LEGAL RIGHTS.

PART 3 - Convention Policy

1. Registrant name badges will be required to attend ALL in-person convention functions, including general sessions, elections, workshops, and ticketed programs. These will be included in your convention packet and provided upon arrival. Thank you for your understanding.
2. I understand that I am expected to wear an appropriate face covering (i.e. mask) that covers the nose and mouth, during all convention events and in the public areas of the hotel and convention center.
3. I understand and agree that I may be photographed during my attendance at the National Convention and while participating in the Activities. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Kappa Kappa Psi and Tau Beta Sigma without compensation or notice to me.
4. Convention delegates are expected to be present and on-time to all sessions and committee meetings. Delegates are expected to be prepared and to have all of their required materials for their meetings.

Please read carefully before agreeing.

AGREED TO:

Signature

Name

Date