



Iowa Defense Counsel Association (IDCA)

Waiver and Release of Liability for Communicable Disease

The Iowa Defense Counsel Association (herein IDCA) has taken preventative measures to reduce the spread of communicable disease including, but not limited to COVID-19 (“Communicable Disease”) at its Annual Meeting & Seminar (the “Event”). However, I acknowledge that IDCA cannot guarantee that I will not be exposed to or contract a Communicable Disease at the Event and while traveling to and from the Event. Further, due to the nature of the facilities, services and programs offered at this Event, I understand that attending the Event could increase my risk of contracting a Communicable Disease.

I agree to abide by all applicable COVID-19-related requirements, advisories, policies, procedures, and protocols of the hotel and IDCA, as well as the CDC, the State of Iowa, and any other governmental authority for the duration of my stay.

I understand the risk that I may be exposed to or infected by a Communicable Disease by attending the Event and that such exposure or infection may result in quarantine requirements, serious illness, permanent disability and/or death. I further understand that the risk of becoming exposed to or infected by a Communicable Disease at the Event may result from the actions, omissions or negligence of myself and others, including, but not limited to, IDCA, its officers, employees, contractors, agents, representatives, sponsors, other participants, and any owners and lessors of premises used to conduct the Event (“Releasees”). I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, and assume full responsibility for my participation in the Event.

In consideration of being allowed to participate in the Event, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledge and agree as follows:

- A. I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS the Releasees, with respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including attorneys’ fees and costs) arising from or relating to the illness, disability or death of myself (or any person who may contract a Communicable Disease, directly or indirectly, from me), as a direct or indirect result, in whole or in part, of a Communicable Disease, to the fullest extent permitted by law.
- B. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS OR NEGLIGENCE OF THE RELEASEES, WHETHER AN INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT.

Please confirm your acceptance of the **Waiver and Release of Liability for Communicable Disease**. This is a mandatory requirement and must be done prior to commencement of the Annual Meeting & Seminar. Anyone failing to do so will not be permitted to attend or participate.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY CHECKING THIS BOX IT, AND AGREE TO IT FREELY AND VOLUNTARILY.