



The Minerals, Metals & Materials Society

# COVID-19 WAIVER

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## COVID-19 STATEMENT:

TMS (The Minerals, Metals & Materials Society), working in partnership with conference venues, is complying with guidance from the Centers for Disease Control and relevant state and local authorities in an effort to provide a safe and healthy environment for TMS attendees during the ongoing COVID-19 pandemic. However, COVID-19 is an extremely contagious disease, and it is not possible to eliminate the risk of spreading or contracting COVID-19. An inherent risk of exposure to COVID-19 exists in any public place where people are present, and efforts to mitigate the risk of exposure to COVID-19 may not be sufficient to prevent spreading or contracting COVID-19.

## COVID-19 RELEASE & HOLD HARMLESS AGREEMENT:

Each person that registers for and attends a TMS event or meeting (together with any other activities hosted or sponsored by, or affiliated with TMS, an "Event") must acknowledge and agree to each of the following terms and conditions:

- I will comply with all orders, directives, and guidelines while attending or participating in any Event issued by TMS, or any venue hosting an Event, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings.
- I agree not to attend any Event if I am experiencing symptoms associated with COVID-19 (such as cough, shortness of breath, fever, or loss of sense of smell or taste), have a confirmed or suspected case of COVID-19, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having the COVID-19.
- I am aware of the highly contagious nature of COVID-19 and the risk that I may be exposed to or contract COVID-19 or other infectious diseases as a result of attending an Event.
- I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, or death.
- I acknowledge that risks of exposure to COVID-19 may result from or be compounded by the actions, omissions, or negligence of others, including TMS, the venue hosting an Event, and their respective agents, employees, and contractors.
- I acknowledge that I am attending one or more Events with knowledge of the risks associated with COVID-19 and the danger of exposure attendance may pose. I hereby accept and assume all risks of personal injury, illness, disability, and death resulting from COVID-19 arising from attending or participating in the Event(s), whether caused by the negligence of TMS, the venue hosting an event, their respective agents, employees, or contractors, or otherwise.
- I hereby expressly waive and release any and all claims, now known or hereafter known, against TMS, and their respective officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, or death, arising out of or attributable to my attendance at or participation in any Event and exposure to or contraction of COVID-19, whether arising out of the negligence of any Releasee, the venue hosting an Event or such venue's agents or employees, or otherwise. I covenant not to make or bring any such claim against any Releasee, and forever release and discharge each Releasee from liability under, and will hold the Releasees harmless against, such claims.