

# CHICAGO DENTAL SOCIETY MIDWINTER MEETING COVID-19 LIABILITY RELEASE WAIVER

The below attendee to the Chicago Dental Society Midwinter Meeting is voluntarily signing this Waiver of Liability and Hold Harmless Agreement ("Agreement") in light of the facts set forth below.

The World Health Organization has declared that the novel Coronavirus (COVID-19) and any and all of its variants represent a worldwide pandemic. The state of medical knowledge is evolving, but there exists the potential for the virus to spread from person to person through contact or through the air. It is also possible for persons to be infected without symptoms and hence to spread COVID-19 without knowledge that they are infected. COVID-19 can cause serious and potentially life threatening illnesses and even death.

The Chicago Dental Society ("CDS") will be hosting the 2022 Midwinter Meeting on February 24 – 26, 2022, at McCormick Place in Chicago, Illinois.

Due to capacity of COVID-19 to spread from person to person, CDS will comply with all recommendations and guidance concerning COVID-19 as set by state, county, or local authorities and as directed by the management of McCormick Place. CDS will also strongly urge all participants and attendees at the Midwinter Meeting to receive the available vaccines before the Midwinter Meeting and to wear masks and comply with other recommendations while at the Midwinter Meeting. Nevertheless, based upon the current state of medical knowledge, the attendee signing below recognizes that there is no certain way for CDS to eliminate the risk of the transmission of COVID-19 at the Midwinter Meeting. I also understand that CDS may be issuing additional guidance concerning COVID-19 prior to the date of the Midwinter Meeting.

## ASSUMPTION OF THE RISK:

I have read and understand the above warning concerning COVID-19 and I hereby accept the risk of contracting COVID-19 in order to attend the 2022 Midwinter Meeting. I understand that given the current state of medical knowledge that there is a risk that I may contract COVID-19 by attending the Midwinter Meeting and I also understand that there is a risk that by attending the Midwinter Meeting that I not only might contract COVID-19 myself that I also might spread COVID-19 to others including my family, friends and employers and employees.

## WAIVER OF LAWSUIT/LIABILITY:

I hereby forever release and waive my right to bring a lawsuit or any other type of action against CDS and its officers, directors, managers, officials, trustees, agents, employees, attorneys, or other representatives in connection with attending the 2022 Midwinter Meeting ("Released Persons"). I understand that this waiver means that I give up my right to bring any claims including claims for personal injuries, death, disease or property losses, or any other types of losses, including but not limited to claims of negligence and to give up any claim that I have to seek damages whether know, unknown, foreseen or unforeseen against the Released Persons.

## HOLD HARMLESS AGREEMENT:

I further agree to indemnify and hold the Released Persons harmless from any loss, liability, damage, or costs, including any and all attorney's fees and costs that they may incur due to my participation in the Midwinter Meeting.

## CHOICE OF LAW:

I understand that the Law of the State of Illinois will apply to this Agreement.

## COMPLETE AGREEMENT & SEVERABILITY CLAUSE:

This Agreement represents the complete understanding of the parties regarding these issues and no oral representations, statements or inducements have been made apart from this contract. Should any part of this Contract be deemed void or unenforceable, that provision shall be deemed to be severable from this Contract and it shall not affect the validity and enforceability of this rest of this Agreement.

## PERSONAL RESPONSIBILITY:

I understand my personal responsibility to lessen my chances of contracting or spreading COVID-19 and I will not attend the Midwinter Meeting if sick or experiencing any of the symptoms of COVID-19 or its variants. I also understand that I can reduce my risk of contracting COVID-19 or to reduce its severity by receiving one of the available vaccines.

## ELECTRONIC SIGNATURE:

Facsimile or digital signatures shall be sufficient for executing this Agreement and delivery thereof.

I have carefully read this agreement and fully understand its contents. I have had an opportunity to consult with an attorney concerning its contents. I am aware that the agreement includes a waiver, release of liability and agreement by me to hold harmless the released parties and i sign it of my own free will.

Accept

Decline

Signature: \_\_\_\_\_

First and Last Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Have you been fully vaccinated?

Yes

No