**Release of Liability, Waiver of Claims and Assumption of Risks**

**Please note that by signing this document, you will waive certain legal rights, including the right to sue or claim compensation. Please read this document carefully.**

The individual named below (referred to as **"I"** or **"me"**) desires to participate in the FASD 2025 Conference (the **"Event"**) provided by FASD UNITED at the Hyatt Regency affiliated with the Event. As lawful consideration for being permitted to attend the Event, I agree to all the terms and conditions set forth in this agreement (this **"Agreement"**).

I am aware of the highly contagious nature of the 2019 novel coronavirus disease (COVID-19) (the "**Disease**") and the risk that I may be exposed to or contract the Disease or other infectious diseases by engaging in the Event, which may result in serious illness, personal injury, disability, death, or property damage. I am aware and understand that the Event is a potentially dangerous activity and involves the risks of such serious injury, disability, death, or property damage. I understand and acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of FASD UNITED employees or others who may attend the Event. I understand that while FASD UNITED has implemented measures to reduce the risk of injury from the Event and the spread of the Disease, FASD UNITED cannot guarantee that I will not be injured or become infected with the Disease due to my participation in the Event. **I acknowledge that I am voluntarily participating in the Event with knowledge of the dangers involved. I hereby agree to accept and assume all risks of injury, illness, disability, death, or property damage arising from my engaging in the activity, whether caused by the negligence of FASD UNITED or otherwise.**

I hereby expressly waive and release any and all claims which I have or may in future have, against FASD UNITED, and its Councils or board members, officers, directors, employees, volunteers, agents, representatives, affiliates, successors, and assigns (collectively, **"Releasees")**, on account of injury, illness, disability, death, or property damage arising out of or attributable to the Event, whether arising out of the negligence of FASD UNITED or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against FASD UNITED or any other Releasee, and forever release and discharge FASD UNITED and all other Releasees from liability under such claims.

I confirm that I will follow the CDC guidelines for respiratory illness as stated in the Event Health Safety Rules. I will comply with all federal, state, and local laws, orders, directives,

and guidelines related to the Event and the Disease while participating in the Event, including, without limitation, requirements related to hand sanitation, social and physical distancing, and use of face coverings and safety equipment, and other guidance on the Disease from the Centers for Disease Control (CDC) that may be in place at the time of the event. I will also follow all instructions, recommendations, and cautions of FASD UNITED or the venues at all times during the Event. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Event, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Event.

This Agreement constitutes the sole and entire agreement of FASD UNITED and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of FASD UNITED and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable therein without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the courts of the State of Washington, and I hereby consent to the exclusive jurisdiction of such courts.

**BY ACCEPTING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE FASD UNITED AND THE RELEASEES.**