

LIABILITY WAIVER AND GENERAL RELEASE RELATING TO COVID-19 VIRUS FOR NAFWS EVENT PARTICIPANTS

COVID-19 SAFETY INFORMATION:

While participating in the Native American Fish and Wildlife Society (NAFWS) events, NAFWS strongly recommends, consistent with CDC guidelines, that participants should receive the COVID-19 vaccine, practice hand hygiene, social distancing and wear face coverings to reduce the risks of exposure to COVID-19. These protective measures are especially important in light of the more contagious variants of the COVID-19 virus. Evidence has shown the COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

The NAFWS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in NAFWS events. While the NAFWS will urge participants in the Annual Conference to have received their COVID-19 vaccination and to practice the COVID-19 prevention measures described above, it is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a NAFWS event, you acknowledge and assume the risk that you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in the NAFWS event. I acknowledge that the event is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate.

RELEASE AND WAIVER: I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND AND NATURE AGAINST THE NATIVE AMERICAN FISH AND WILDLIFE SOCIETY AND ITS AFFILIATED PARTNERS AND SPONSORS INCLUDING, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (THE RELEASED PARTIES), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN NAFWS EVENTS.

OTHER TERMS: I fully understand and agree that (a) this Liability Waiver and General Release is intended to be as broad and inclusive as permitted by applicable law; (b) if any of this Liability Waiver and General Release is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; (c) I have had the opportunity to review this Liability Waiver and General Release and I fully understand and agree to its terms and meaning; and (d) my attendance at, and/or my participation and involvement in, the NAFSW event constitutes my approval of and consent to the terms Liability Waiver and General Release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

BY CLICKING THIS BOX I ACKNOWLEDGE, APPROVE AND AGREE TO THE TERMS OF THIS LIABILITY WAIVER AND GENERAL RELEASE RELATING TO COVID-19 VIRUS FOR NAFWS EVENT PARTICIPANTS