

Texas Medical Director Conference Liability Disclaimer and Release

Liability Disclaimer and Release

In consideration of being allowed to register for, and participate in Texas Medical Director Conference (the Event), I hereby waive, release from liability, assume all risks, and covenant not to sue Sladek Conference Services, Inc. or Texas Medical Director Conference ("SCS/TEXMED"), or their respective members, employees, board members, agents, or volunteers (the "SCS/TEXMED Parties") for any expense, loss, damage, personal injury (including loss of life, disability, or serious harm), property damage or theft, negligence, or actions (each, a "Loss") resulting from or arising in connection with my travel to, attendance at, or participation in Texas Medical Director Conference and any related activities unless said Loss is caused by the sole, gross negligence of SCS/TEXMED, respectively.

I agree that this waiver and release shall bind me and my personal representatives, shall be enforceable to the fullest and broadest extent of the law, and, if any portion is held invalid, the remainder should continue in full legal force and effect.

I am an adult of sound mind and capable of entering into this waiver. I have read its terms and fully understand and agree to the provisions herein. I agree that this waiver shall be governed by and construed in accordance with the laws of the State of Texas and enforced only in courts in the State of Texas. I waive my rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After an opportunity to consult with an attorney of my own selection, I voluntarily consent to this waiver.

I understand and am aware that my participation in the Event involves risk, including, but not limited to, travel, physical activity, locales where public health and safety may be at risk, or activities that involve risk that I create for others or others may create for me. These risks may lead to a Loss, and I nonetheless choose to participate in the Event. I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose to participate in the Event. I acknowledge that no promises, representations, or affirmations of fact were made to me by SCS/TEXMED or SCS/TEXMED or its representatives concerning the safety or danger associated with traveling to the Event or participating in any activity or interaction related to or associated with the Event.

Liability Disclaimer and Release: COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is reported to be extremely contagious. The exact methods of spread and contraction are unknown, but the virus is believed to spread from person-to-person, by contact with contaminated objects, and even possibly in the air. People reportedly can be infected and show no symptoms yet still spread the disease. COVID-19 is reported to cause serious illness and death. SCS/TEXMED cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while at their premises at a SCS/TEXMED event or activity, or performing any action for or on behalf of SCS/TEXMED representatives. Any in-person interaction with, at, or for SCS/TEXMED may increase the risk of contracting or spreading COVID-19.

I agree and understand these specific risks and nonetheless accept them to utilize SCS/TEXMED's services and attend an event or activity. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 to participate in person rather than arranging for an alternative method of participating or not participating at all. I further hereby forever release and waive all claims and rights against the SCS/TEXMED Parties in connection with exposure, infection, and/or spread of COVID-19 related to utilizing their services or premises or interacting with their members. I understand that this release and waiver means I give up my right to bring any claims including for personal injuries, death, disease, property losses, or any other loss that may be released and waived under applicable law, including, but not limited to, claims of negligence, and I understand that this release and waiver prevents me from seeking damages in any way against the SCS/TEXMED Parties, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.