

debra of America requires registrants to understand that the Colorado-based debra Care Conference is taking place during the COVID-19 global pandemic. Registrants are required to read the COVID-19 Safety Acknowledgement, Waiver and Release below and will be required to agree to the terms thereof by clicking the COVID-19 Waiver checkbox during registration. [All adult members of a registrant's party will be required to execute a copy of the COVID-19 Safety Acknowledgement, Waiver and Release upon check-in to the DCC.]

2022 debra Care Conference COVID-19 Safety Acknowledgement, Waiver and Release

By registering for the 2022 debra Care Conference (the "**DCC**") and clicking the COVID-19 waiver checkbox during registration, I hereby acknowledge and agree, on behalf of myself and all members of my party (collectively, "**Attendees**"), that I have carefully read and fully understand, and agree to the terms of this 2022 debra Care Conference COVID-19 Safety Acknowledgement, Waiver and Release (the "**Waiver**"):

1. I am fully aware of the risks involved with participating in the DCC occurring in Interlocken, Colorado (the "**Event**"), and entering into any Event facilities or sites, including the Omni Interlocken Hotel (the "**Facilities**") during the COVID-19 pandemic or with respect to contracting COVID-19 or any related or similar infection (which together are herein referred to as "**COVID-19**"), and I understand that neither debra of America nor any of its officers, directors, employees, agents, volunteers, representatives or affiliates, or their respective heirs and legal representatives (collectively, "**debra**") is requiring me to enter the Facilities, and I am choosing to do so voluntarily. I am entering into this Waiver knowingly and on my own behalf.
2. I acknowledge that the risks involved with entering the Facilities and being in the presence of other people during the COVID-19 pandemic include, but are not limited to, contracting COVID-19, respiratory failure, death, and transmitting COVID-19 to family or household members and others who may also suffer these effects. I further understand that compliance with the COVID-19 Policy will not eliminate these risks, even with social distancing and other safety measures in place at the Facilities. Notwithstanding the foregoing, I elect to voluntarily participate in Event and enter the Facilities with full knowledge that doing so may be hazardous to my health and those whom I may come into contact with (both during and after the Event).
3. In consideration of being allowed to participate in the Event and intending to be legally bound, I hereby for myself, my heirs, executors, successors, administrators and assigns, waive, release and discharge all rights and claims for damages, demands and any other actions whatsoever which I may have now or in the future against debra, arising out of or relating in any way to the Event, including injuries sustained by me before, during or after the Event, whether caused or alleged to be caused in whole or in part by the negligence of debra or otherwise. I also hereby covenant not to sue debra for any matter arising out of or connected with the Event. I acknowledge that this Waiver will prevent me from filing suit, instituting arbitration or making any claims (including for damages) against

debra in the event of illness, injury or death relating to my participation in the Event or my presence on the Facilities during or in connection with COVID-19.

4. I hereby warrant and represent to debra that: (a) I knowingly and voluntarily assume all risks of loss or personal injury, including serious illness, injury or death, that may be sustained by me or by others who come into contact with me, and responsibility whatsoever associated with my participation in the Event or my presence in the Facilities during or in connection with COVID-19 whether caused by the negligence of debra or otherwise and (b) I have carefully read and fully understand this Waiver and willingly agree to all of the conditions and obligations set forth herein.
5. I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER. It is my express intent that this Waiver binds: (a) the members of my family and spouse, if I am alive, and (b) my heirs, assigns and personal representatives, if I am deceased.
6. This Waiver is intended to be as broad and inclusive as is permitted by applicable law. If any provision, term or clause of this Waiver is declared illegal, unenforceable or ineffective for any reason, such provision, term or clause shall be deemed severable, such that all other provisions, terms and clauses of this Waiver shall remain valid and binding among the parties and fully enforceable.
7. I agree that this Waiver shall be construed in accordance with the laws of the State of New York without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York.
8. No later than thirty (30) days prior to the Event, all Attendees five years of age and over must show proof of vaccination against COVID-19 with a vaccine approved by the World Health Organization (e.g., Pfizer/BioNTech, Johnson and Johnson/Janssen, Moderna, AstraZeneca/Oxford, Sinopharm, Sinovac, or Covaxin).
9. All Attendees agree to comply with all (a) applicable city and state rules and regulations related to COVID-19, and (b) COVID-19-related rules and regulations implemented by debra of America or the Facilities, including, but not limited to, masking and social distance requirements and restrictions on certain activities that carry high COVID-19-related risk.
10. [All Attendees over the age of eighteen (18) years old will be required, on behalf of themselves and their minor children or wards, to execute a copy of this Waiver upon [check-in to the DCC].]