
COVID-19 LIABILITY WAIVER

While participating in events held or sponsored by the Sickle Cell Community Consortium, participants are encouraged to practice hand hygiene, “social distancing” and wear face coverings to reduce the risks of exposure to COVID-19, CDC guidelines. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Sickle Cell Consortium has put in place preventative measures to reduce the spread of COVID-19. However, Sickle Cell Consortium cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact Rose Bailey at rbailey@sicklecellconsortium.org if he/she experiences symptoms of COVID-19 while attending the Consortium event..

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with Sickle Cell Consortium, and I willingly engage in Sickle Cell Consortium events and/or other activities (the “Activity”).

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE SICKLE CELL CONSORTIUM AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, 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.

I acknowledge and understand the following:

I agree to all the terms and conditions set forth in this agreement (this "Release").

1. I am aware of the highly contagious nature of viral diseases, including the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Summit, which may result in serious illness, personal injury, disability, death, and/or property damage..

I understand that while SICKLE CELL CONSORTIUM has implemented measures to reduce the risk of injury from the Summit and the spread of the Disease, SICKLE CELL CONSORTIUM cannot guarantee that I will not be injured or become infected with the disease due to my participation in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers, and CBOs and that engaging in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers, and CBOs may increase my risk of contracting the Disease.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE SUMMIT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE ASSOCIATION OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the SICKLE CELL CONSORTIUM and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers, and CBOs, whether arising out of the ordinary negligence of the Consortium or any Releasees or otherwise.

I covenant not to make or bring any such claim against the Consortium or any other Releasee and forever release and discharge the Consortium and all other Releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful misconduct, or any other liabilities that Georgia law does not permit to be released by agreement.

3. I confirm that I am: (a) not experiencing symptoms of COVID-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of COVID-19, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the COVID-19. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and COVID-19 while participating in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers, and CBOs, including, without limitation, quarantine or self-isolation periods, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Summit at all times during the Summit. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers and CBOs, or I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation in the 8th Annual Leadership Summit and General Assembly of Patients, Caregivers and CBOs and/or not attend the Summit.

4. I shall defend, indemnify, and hold harmless the Consortium and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Consortium or any other Releasees, arising out or resulting from any claim of a third party related to my participation in the Summit, including any claim related to my own negligence or the ordinary negligence of the Consortium.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the SICKLE CELL CONSORTIUM from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of the SICKLE CELL CONSORTIUM 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable, such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Consortium and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Fulton County, Georgia, and I hereby consent to the exclusive jurisdiction of such courts. BY AGREEING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SICKLE CELL CONSORTIUM.