



Texas Association of Broadcasters

TEXAS ASSOCIATION OF BROADCASTERS
ANNUAL CONVENTION & TRADE SHOW
AUG. 2-3, 2023 | JW MARRIOTT DOWNTOWN AUSTIN

TEXAS ASSOCIATION OF BROADCASTERS ATTENDEE HEALTH AND WELLNESS WAIVER

*****BY REGISTERING AS AN "ATTENDEE" OF THE SHOW, I DO HEREBY ACCEPT AND AGREE TO THIS RELEASE IN ITS ENTIRETY. SEE ITEM #8 FOR FULL DETAILS.*****

I, the individual registering as an "attendee" of the Texas Association of Broadcasters Annual Convention & Trade Show (August 3-4, 2022) (together with all events and activities thereof, the "Show"), hosted by Texas Association of Broadcasters, a Texas nonprofit corporation ("TAB"), desire to attend the Show. In consideration of being permitted by TAB to attend the Show, and in recognition of TAB's reliance thereon, I agree to the terms and conditions set forth in this ATTENDEE RELEASE AND WAIVER OF LIABILITY (this "Release").

1. I am aware of and understand the risks, responsibilities, and liabilities associated with attending the Show (collectively, "Risks"), including, without limitation: (A) that no warranty, either express or implied, is made by TAB as to the safety of the Show or the condition of the premises or facilities where the Show will be held; (B) that dangerous conditions, risks, and hazards, natural or man-made, exist or may come to exist at the Show or the premises or facilities where the Show will be held, and that my presence thereon or attendance therein exposes me to such dangerous conditions; and (C) the highly contagious or infectious nature of the 2019 novel coronavirus (COVID-19) and any variations or mutations thereof (collectively, "COVID-19") and the risk that I may be exposed to or contract COVID-19 by attending the Show, which may result in serious illness, personal injury, disability, death, or property damage.
2. Notwithstanding the above-identified Risks, I understand and acknowledge: (A) that I am voluntarily attending the Show with knowledge and an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from my attendance at the Show, whether caused by the ordinary negligence of TAB, TAB's agents, employees, vendors, or others, or otherwise (including, without limitation, negligent emergency response or rescue operations of TAB); (B) that TAB cannot guarantee that I will not be injured or become infected with COVID-19 while attending the Show; and (C) that my attendance at the Show may increase my risk of contracting COVID-19.
3. **I AGREE TO ASSUME ALL RISKS AND RESPONSIBILITIES IN CONNECTION WITH THE ABOVE-IDENTIFIED RISKS; AND FURTHER AGREE THAT TAB ASSUMES NO LIABILITY OR RESPONSIBILITY FOR MY PERSONAL SAFETY OR THE SAFETY OF MY PROPERTY.**
4. **I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREINAFTER KNOWN, AGAINST TAB, TAB'S PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THE RESPECTIVE OFFICERS, DIRECTORS, OWNERS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUCCESSORS, ASSIGNEES, TRANSFEREES, AND LICENSEES OF THE FOREGOING (COLLECTIVELY, "RELEASEES") ARISING OUT OF OR ATTRIBUTABLE TO: (A) MY ATTENDANCE AT THE SHOW (INCLUDING, WITHOUT LIMITATION, INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LOSSES, AND SPECIFICALLY INCLUDING ANY EXPOSURE, INFECTION, OR SPREAD OF COVID-19), WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF TAB OR ANY OTHER RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIMS AGAINST TAB OR ANY OTHER RELEASEES, AND FOREVER RELEASE AND DISCHARGE TAB AND ALL OTHER**

RELEASEES FROM ANY AND ALL LIABILITY UNDER SUCH CLAIMS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING WAIVER AND RELEASE OF CLAIMS EXTENDS TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND ANY OTHER LIABILITIES PERMITTED TO BE RELEASED BY AGREEMENT WHICH ARE NOT COVERED BY THE FOREGOING.

5. I acknowledge and agree that I will **not** attend the Show: (A) unless I am in good health; (B) if I experience any symptoms of COVID-19 (such as, for example, fever, cough, or shortness of breath); (C) if I have or am suspected of having COVID-19; or (D) if, within 14 days prior to the Show, I have come in contact with a person who I know has or is suspected of having of COVID-19.
6. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to COVID-19 while attending the Show (including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment). I will follow all instructions, recommendations, and cautions of TAB at all times during the Show. If at any time I believe conditions to be unsafe, or if I contract or begin experiencing any symptoms of COVID-19, then I will immediately leave Show and notify TAB about the same by email at registration@tab.org.
7. This Release sets forth the entire agreement between TAB and me with respect to the subject matter contained herein and supersedes any prior agreements, both oral and written, relative to such subject matter. **If any term or condition of this Release is held invalid or unenforceable by a court with binding authority, then the remainder shall remain in full force and effect and the invalidated or unenforceable term or condition shall be reformed to the maximum extent consistent with applicable law and the intent of this Release.** This Release shall inure to the benefit of and be binding upon TAB, me, and our respective successors, heirs, devisees, assignees, and transferees. This Release and all disputes, controversies and claims arising from or in connection with the subject matter of the Release shall be governed by and construed in accordance with the laws of the state of Texas, regardless of any conflicts of law analysis. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Travis County, Texas, and I hereby consent to the exclusive jurisdiction and venue of such courts.
8. **Acceptance / Signature.** If my acceptance of and agreement to this Release is further evidenced by some form of assent besides my registration as an "attendee" of the Show (e.g., by a "check the box" acknowledgment procedure), then that assent is the equivalent of my signature to this Release. However, for the avoidance of doubt, my physical or electronic signature is not required to evidence or facilitate my acceptance of and agreement to this Release, as I agree that the conduct described in this Release as confirming my acceptance of and agreement to this Release alone suffices.

[END OF DOCUMENT]