

May 15, 2021

## Healthcare Leaders of New York

### Release of Liability

#### RELEASE TO ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE ("RIDER TO RELEASE") WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

From the date specified in the electronic acknowledgement during registration, until December 31, 2021, in consideration of being allowed to participate in activities ("Activities") of the HEALTHCARE LEADERS OF NEW YORK ("HLNY") located at 28-24 Steinway St, Queens, NY 11103, I, the undersigned, acknowledge and agree that:

- 1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; I understand that HLNY cannot prevent me from becoming exposed to, contracting, or spreading communicable diseases, including COVID-19. By using the Premises, I understand that I may be exposing myself to and/or increasing my risk or their risk of contracting or spreading communicable diseases, including COVID-19; and,
- 2) I understand the known and unknown risks related to communicable diseases including COVID19. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATING IN THE ACTIVITIES AND/OR ENTERING THE PREMISES FOR MYSELF, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation in regards to the protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Administrator and/or nearest staff immediately; and,
- 4) I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against HLNY, and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organizations or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants of the Activities at HLNY; and, if applicable, owners and lessors of the premises used by HLNY (collectively the "Releasees") for any liability, expenses, loss or damage to person or property, injury, death or disability suffered from or in connection with ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5) I will NOT attend this event IF I have any reason to feel as if I may have any of the above or other communicable diseases. I will maintain safe social distancing, sanitize my own area(s) of use, equipment, etc. and follow all guidelines for the health and safety of staff and other Members or Guests.

I HAVE READ THIS RIDER TO RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.