

Illinois Wastewater Professionals Conference Participant and/or Volunteer Agreement, Waiver, and Release

IN CONSIDERATION OF being provided the opportunity to volunteer and/or participate in the Illinois Wastewater Professionals Conference (IWPC) including Illinois Water Environment Association (IWEA) and the Illinois Association of Pollution Control Operators (IAWPCO) activities and events, I acknowledge and agree as follows. For purposes of this Waiver and Release, volunteers and participants shall be referred to as "Participants"; volunteering and participation shall be referred to as "Participation" and the activities and events of the Conference shall be referred to as "Activities":

- 1. There is risk of injury from Participating in Activities, and while rules, equipment, and personal discipline may reduce this risk, the risk of injury does exist and I KNOWINGLY APPRECIATE, UNDERSTAND AND ASSUME ALL SUCH RISKS; BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF APWA OR OTHERS and I hereby assume full responsibility for my Participation and for any damage arising out of Participation; and
- 2. I expressly relieve the Illinois Wastewater Professionals Conference, the Illinois Water Environment Association, and the Illinois Association of Pollution Control Operators from any duty of care, which is or may be owed to me as a result of Participation; and
- 3. I willingly agree to comply with the stated and customary terms and conditions for Participation, including without limitation those set forth by event organizers. If I observe any unusual significant hazard during my presence or Participation, I will remove myself from Participation and bring such to the attention of the nearest official immediately; and
- 4. In addition to the above, I understand and agree to the following precautions in relation to the COVID-19 pandemic:
 - a. To refrain from Participating and to notify the person in charge of the Activity, if at the time of or within 14 days after the Activity: (a) I am experiencing any symptoms of illness such as a fever, cough, or shortness of breath; (b) I have traveled internationally in the past 14 days; (c) I have traveled to a highly impacted area within the United States in the past 14 days; (d) I believe that I have been exposed to a person with a confirmed or suspected case of COVID-19; and (e) I have been diagnosed with COVID-19 and not yet cleared as noncontagious by my healthcare provider, and/or state or local public health authorities.
 - b. To follow IWPC, Embassy Suites, East Peoria, CDC and other recommended guidelines for slowing the transmission and exposure to COVID-19 including but not limited to guidelines from state and local authorities, while engaging in Activities, including, without limitation, but not limited to, health questionnaires for all Event participants and sanitation procedures and physical distancing measures at the Embassy Suites, East Peoria and during the Event.

I FURTHER ACKNOWLEDGE THAT I UNDERSTAND THE EXTREMELY CONTAGIOUS NATURE OF THE CORONOVIRUS AND COVID-19 AND VOLUNTARILY ASSUME THE RISK THAT BY MY PARTICIPATION I MAY BE EXPOSED TO THE CORONOVIRUS AND OR INFECTED WITH COVID-19, AND THAT SUCH EXPOSURE OR INFECTION MAY INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO THE CORONAVIRUS OR INFECTED WITH COVID-19 MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OTHERS, INCLUDING THE APWA, AND I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND DANGERS WHETHER PRESENTLY KNOWN OR UNKNOWN.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS and agree to indemnify and defend the Illinois Wastewater Professionals Conference, Illinois Water Environment Association and the Illinois Association of Pollution Control Operators, its officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person(s) acting on its behalf as well as all other Participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners or lessors of premises used to conduct the Activity, and their officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on their behalf (Releasees), from and in respect of any and all injury, disability, death or loss or damage to personal property caused by participation in the Event, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I acknowledge that this release shall apply to any injury, illness, disability or death resulting from my Participation including, without limitation, resulting from exposure to the Coronavirus or from becoming infected by COVID-19 during such Participation.

I HAVE READ AND AGREE TO THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.