

## COVID-19 ACKNOWLEDGEMENT, WAIVER, RELEASE & AGREEMENT TO ARBITRATION

**This document must be signed, dated, and returned with your registration packet. You will not be registered to attend unless this executed document is submitted with your completed registration packet.**

THIS COVID-19 ACKNOWLEDGEMENT, WAIVER, RELEASE & AGREEMENT TO ARBITRATION (this "Agreement") sets forth in part the terms under which the Greater New York Dental Meeting ("GNYDM") is permitting you to attend the Greater New York Dental Meeting (the "Convention"), at the Jacob Javits Convention Center (the "Premises"). By executing below, you, on behalf of yourself and your employees, agents, subcontractors, representatives, and, if applicable, officers, directors, and affiliates ("Affiliate Attendees"), agree to the following:

- 1) You acknowledge that you are aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (the "Disease") and the risk that you and/or your Affiliate Attendees may be exposed to or contract the Disease by participating in the Convention. You understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. You further acknowledge that this risk may result from or be compounded by the actions or omissions of others, including the GNYDM and its respective directors, officers, representatives and employees and their members acting on behalf of the GNYDM (collectively "GNYDM Affiliates").
- 2) **NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE VOLUNTARILY ENTERING THE PREMISES AND PARTICIPATING IN THE CONVENTION WITH KNOWLEDGE OF THE POTENTIAL DANGER INVOLVED. YOU HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE TO YOURSELF OR YOUR AFFILIATE ATTENDEES RELATED TO THE DISEASE, ARISING FROM BEING ON THE PREMISES OR PARTICIPATING IN THE CONVENTION, WHETHER CAUSED BY THE ACTIONS OR FAILURES TO ACT OF THE GNYDM, ITS AFFILIATES, OR OTHERWISE.**
- 3) **YOU, ON BEHALF OF YOURSELF, YOUR AFFILIATE ATTENDEES, YOUR HEIRS, EXECUTORS, REPRESENTATIVES, ADMINISTRATORS, AGENTS, INSURERS, AND ASSIGNS, HEREBY EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE GNYDM AND ITS AFFILIATES, ARISING OUT OF OR ATTRIBUTABLE TO THE CONVENTION AND RELATED TO THE DISEASE, WHETHER ARISING OUT OF THE ACTIONS OR FAILURES TO ACT OF THE GNYDM OR ITS AFFILIATES OR OTHERWISE. YOU COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE GNYDM OR ITS AFFILIATES, AND FOREVER RELEASE AND DISCHARGE THE GNYDM AND ITS AFFILIATES FROM**

**LIABILITY OF SUCH CLAIMS RELATED TO THE DISEASE, TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 4) As an attendee, you are solely responsible and liable for any actions or inactions that you or your Affiliate Attendees take, or advise others to take, in reliance on any information furnished at the Convention or at any related venue, both associated and not associated with the Convention. **YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GNYDM AND ITS AFFILIATES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY/AWARDED AGAINST THE GNYDM OR ANY OF ITS AFFILIATES ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO THE DISEASE DUE TO YOU OR YOUR AFFILIATE ATTENDEES ENGAGING IN THE CONVENTION OR BEING ON THE PREMISES, INCLUDING ANY CLAIM RELATED TO YOUR OWN NEGLIGENCE, OR THE NEGLIGENCE OF YOUR AFFILIATE ATTENDEES.**
- 5) You confirm that you will not attend the Convention, or will cause your Affiliate Attendees not to attend the convention, as applicable, unless at such time as you or your Affiliate Attendees attend the Convention, (a) you and any Affiliate Attendees are in good health and in proper physical condition; and (b) you and your Affiliate Attendees are not experiencing symptoms of the Disease (such as cough, shortness of breath, fever fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea), (c) you and your Affiliate Attendees do not have a confirmed or suspected case of the Disease, 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 Disease.
- 6) You are familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease, and you will, and will cause your Affiliate Attendees to, comply with all such orders, directives, and guidelines while on the Premises, or at any off-site events related to the Convention, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings.
- 7) You will, and will cause your Affiliate Attendees to, follow all instructions, recommendations, and cautions of the GNYDM at all times during the Convention.
- 8) If at any time you believe conditions to be unsafe, or that you or your Affiliate Attendees are no longer in proper physical condition to participate in the Convention, or begin experiencing symptoms of the Disease, you will immediately discontinue further participation in the Convention, or cause your Affiliate Attendees to immediately discontinue further participation in the Convention, as applicable.

- 9) Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination or validity thereof (each, a “Claim”), shall be finally resolved by final and binding arbitration that will be conducted in the State of New York, county in New York, under the rules and regulations of Judicial Arbitration and Mediation Services (“JAMS”). The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 10) **IN AGREEING TO ARBITRATION AS THE EXCLUSIVE MEANS FOR RESOLVING ALL CLAIMS BETWEEN YOU AND THE GNYDM, YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE (GIVE UP) ALL RIGHTS TO PROCEED IN COURT WITH A JUDGE AND A JURY AND TO HAVE A TRIAL BY A JURY TO ADJUDICATE AND DECIDE ANY CLAIM. YOU AND GNYDM HEREBY CONSENT TO HAVE ALL SUCH CLAIMS HEARD EXCLUSIVELY BY THE ARBITRATOR. YOU AND THE GNYDM ACKNOWLEDGE THAT THEY EACH HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL WITH RESPECT TO THIS WAIVER; THAT YOU UNDERSTAND EVERY TERM OF THIS AGREEMENT; AND THAT YOU KNOWINGLY AND VOLUNTARILY AGREE TO IT.**
- 11) **IN THE EVENT THAT FOR ANY REASON THIS AGREEMENT TO ARBITRATE IS FOUND NOT TO BE ENFORCEABLE, AND A PARTY IS PERMITTED TO PURSUE ANY CLAIM IN A COURT OF LAW, YOU AND THE GNYDM HEREBY CONSENT TO HAVE ALL SUCH CLAIMS HEARD AND DECIDED EXCLUSIVELY BY A JUDGE, AND WAIVE (GIVE UP) THE RIGHT TO HAVE ANY SUCH CLAIMS HEARD AND DECIDED BY A JURY.**
- 12) If any other term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13) This Agreement constitutes the sole and entire agreement of GNYDM and you 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. This Agreement is binding on and shall inure to the benefit of the GNYDM and you and your respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 14) **BY PROCEEDING WITH REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS**

**AGREEMENT, ARE SIGNING IT VOLUNTARILY AS YOUR OWN FREE ACT AND DEED; THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT. YOU UNDERSTAND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE GNYDM AND ITS AFFILIATES.**

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Print Name

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Signature

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Date