

# ATTENDEE LIABILITY WAIVER AND ASSUMPTION OF RISK

[FOR IN-PERSON ATTENDEES ONLY]

In consideration of the permission granted by Future Problem Solving Program International, Inc. an Iowa corporation ("FPSPI"), allowing the undersigned participant to participate in the FPSPI Conference taking place at the University of Massachusetts Amherst from June 8th-12th, 2022 (the "Conference"), I, the undersigned participant, or the participant's parent or legal guardian, hereby agree as follows:

I am aware that the novel coronavirus, including its variants, whether existing, known, potential, and/or unknown ("COVID-19"), is or may be highly contagious in nature. I am aware that the state of medical knowledge regarding COVID-19 is continuously evolving.

I acknowledge that, by attending the Conference in person, the undersigned participant is exposing him/herself and others to the risk of being exposed to and/or contracting COVID-19 and thus incurring any physical or mental illness, injury, disability, and/or death that it may directly or indirectly cause.

In acknowledgement and appreciation of the aforementioned risks, I voluntarily assume all such risks and accept full responsibility for any such illness, injury, disability, and/or death, including all associated damages, losses, claims, liabilities, and expenses of any kind, that I may incur in connection with the undersigned participant's attendance at the Conference. To the fullest extent permitted by law, I hereby forever release and waive my right to bring suit or otherwise make claims against FPSPI and its members, officers, directors, managers, officials, trustees, agents, employees, volunteers, other representatives, and affiliates to the extent such suit or claims arise out of or relate to the risks and acknowledgements set forth in this Attendee Liability Waiver and Assumption of Risk ("Waiver").

So as to mitigate such risks, the undersigned participant further agrees to comply with all COVID-19-related procedures that may now or hereafter be implemented with respect to the Conference by FPSPI and the University of Massachusetts Amherst to protect his/her own health and the health of the FPSPI community. Prior to the Conference, (i) unless the undersigned participant follows the procedures for a medical exemption stated below, he/she will provide, or cause to be provided, FPSPI with proof that he/she is fully vaccinated against COVID-19, or (ii) the undersigned participant will provide proof of a negative COVID-19 PCR test taken no more than 72 hours prior to such participant's check-in at the University of Massachusetts Amherst. The undersigned participant will comply with on-site COVID-19 safety requirements and other preventive guidance at the Conference. The undersigned participant acknowledges that masks are strongly recommended and that all participants will be asked to wear a mask while indoors during all events, particularly as there will be participants from different locations and countries with varying levels of COVID-19 prevalence. All COVID-19-related rules and guidance for in-person attendees issued by FPSPI or the University of Massachusetts Amherst, other than the

rules and guidance stated in this Waiver, are available at the links below. I acknowledge that all such rules and guidance are subject to modification, and the undersigned participant will endeavor at all times to keep him/herself and others attending the Conference in person reasonably informed of such updates. In the event of a conflict between a rule or guidance issued by the University of Massachusetts Amherst and a rule or guidance issued by FPSPI, the undersigned participant shall follow the stricter of the two rules or guidance. If neither rule or guidance is stricter, the undersigned participant shall follow the rule or guidance issued by FPSPI. The undersigned participant will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Conference and COVID-19 while participating in the Conference, to the extent that they address matters additional to those addressed by the rules and guidance of FPSPI and/or the University of Massachusetts Amherst.

#### COVID-19 Rules and Guidance

FPSPI's "COVID Information" sheet (provided separately)

<https://www.umass.edu/coronavirus/>

<https://www.umass.edu/coronavirus/news/current-guidance-fall-2021-events>

In the event that I become aware that I have been exposed to a person confirmed to have COVID-19 or that I test positive for COVID-19 in the two-week period following the Conference, I will as soon as practicable report this to any FPSPI staff member. If the need to report such an event occurs during the Conference, I will report the event to the following staff member: Shefa Sikder. If such staff member is unavailable, I will endeavor to report the event to any other FPSPI staff member.

If I am an in-person attendee requesting a medical exemption from the COVID-19 vaccination requirement to attend the Conference in person, my physician will complete a medical exemption form that will be provided upon request submitted to april@fpspi.org. Once completed, I will send, or cause to be sent, the completed form to april@fpspi.org. I will also send, or cause to be sent, a copy of my negative COVID-19 PCR test result to the same email. I will undergo such test within the 72 hours preceding the Conference. I, the undersigned participant, or the participant's parent or legal guardian, understand and assume all risks, medical or otherwise, associated with not being vaccinated and accept full responsibility thereof.

FPSPI will continue to monitor and align with local, state, and federal COVID-19 rules, regulations, and guidelines. Protocols applicable to the Conference are subject to change in response to local, state, and federal rules, regulations, and guidelines until the time of and during the Conference.

If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction.

I certify that I have read the entirety of this Waiver and fully understand and agree to its terms.