



Eastern Association for the Surgery of Trauma  
Advancing Science, Fostering Relationships, and Building Careers

### **COVID-19 Release of Liability and Assumption of Risk**

The Eastern Association for the Surgery of Trauma (“EAST”) 35<sup>th</sup> Annual Scientific Assembly (“Event”) will be held in Austin, Texas at the JW Marriott (“Premises”). In consideration of being permitted by EAST to participate in the Event and in recognition of EAST’s reliance thereon, the individual named below (referred to as “I” or “Attendee”) agrees to all the terms and conditions stated in this release (“Release”).

1. I am aware of the contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (“Disease”) and the risk that I may be exposed to, or contract the Disease or other infectious diseases by traveling to and from, and participating in, the Event and otherwise being on the Premises. I understand and acknowledge that such exposure or infection may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, and/or financial loss. I understand that EAST cannot guarantee that I will not become infected with the Disease or other infectious diseases while on the Premises or participating in the Event and that being on the Premises or participating in the Event may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO PARTICIPATE IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, AND/OR FINANCIAL LOSS RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ATTENDING THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF EAST OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against EAST, and the American College of Surgeons, and each of their officers, directors, employees, volunteers, contractors, agents, affiliates, representatives, members, successors, and assigns (collectively, “Releasees”), on account of personal or psychological injury, illness, pain, suffering, disability, death, or financial loss arising out of or attributable to my being on the Premises or participating in the Event and being exposed to or contracting the Disease, whether arising out of the ordinary negligence of EAST or any Releasees or otherwise. I covenant not to make or bring any such claim against EAST or any other Releasee, and forever release and discharge EAST and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful or wanton misconduct, or any other liabilities that Illinois law does not permit to be released by agreement.

3. I am 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. I will comply with all such orders, directives, and guidelines while on the Premises or participating in the Event, including requirements related to hand sanitation, social distancing, contact tracing, and use of face coverings. I will also follow all instructions of EAST and the operator of the Premises while participating in the Event related to health and safety measures. I UNDERSTAND THAT UPON ARRIVAL AT THE PREMISES, I MAY BE REQUIRED TO SATISFY CERTAIN HEALTH PROTOCOLS SET BY EAST AS A CONDITION FOR ENTRY, SUCH AS PRESENTING PROOF OF FULL VACCINATION AGAINST COVID-19, OR A NEGATIVE COVID-19 TEST. I ACKNOWLEDGE THAT IF I DO NOT PRESENT THE DOCUMENTATION REQUIRED BY EAST OR OTHERWISE CANNOT SATISFY THE HEALTH PROTOCOLS, I WILL NOT BE PERMITTED TO ENTER THE PREMISES OR ATTEND THE EVENT.

4. I confirm that if I am experiencing symptoms of the Disease (such as fever or chills, cough, shortness of breath or difficulty breathing, muscle or body aches, new loss of taste or smell), or have a confirmed or suspected case of the Disease, I will not attend the Event.

5. This Release, along with the terms of the EAST Registration Form, constitute the entire agreement of EAST and me with respect to the subject matter contained in this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of EAST and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Cook County, Illinois and I hereby consent to the exclusive jurisdiction of such courts.

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