



## 2023 POD Network Conference Waiver of Liability

**Please read and confirm your acceptance of the 2023 POD Network Conference Waiver Form.**

### **Waiver Form:**

In participating in one of the POD Network Conference and related events, excursions, meetings, and gatherings (collectively, the “Event”) organized by the Professional and Organizational Development Network in Higher Education (the “POD Network”), I agree as follows:

#### **1. Release.**

a. I fully understand and acknowledge that recreational activities have inherent risks, dangers, hazards and such exists in my participation in the Event, and in my use of any equipment or materials during the Event. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, personal property damage or loss, bodily harm, strains, partial and/or total paralysis, death or other ailments that could cause serious disability.

b. The novel coronavirus, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. POD Network, the Event sponsors, vendors, and participating companies have implemented safety measures and guidelines, outlined in the Health Precautions Policy, in an effort to reduce the risk of COVID-19 transmission; however, there is no guarantee that I will not become infected with COVID-19 or related virus. Further, attending the Event could increase my risk of contracting COVID-19 or any other virus. I acknowledge the contagious nature of COVID-19 and other infectious diseases and voluntarily assume the entire risk that I may be exposed or infected with the same and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I fully understand that the risk of becoming exposed to or infected by COVID-19 or related viruses or infectious diseases at the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, POD Network, volunteers, Event participants, Event sponsors, and vendors. I voluntarily agree to assume all associated risks and sole responsibility for any injury to myself, whether a COVID-19 or related virus infection or other illness occurs before, during, or after participation in the Event, including responsibility for the payment of any and all medical and testing services. I agree to be bound by and follow all local mandates, requirements, and rules and regulations regarding the spread of any such virus or infectious disease, including, without limitation, all guidelines of the Centers for Disease Control and any guidelines or requirements of any Event facility, including the duty to self-monitor for signs of symptoms.

*As of August 11, 2023*

c. I acknowledge that these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the Event, the POD Network, the Event sponsors, vendors, the negligence of the other participants, the negligence of others, accidents, breaches of contract, or other causes (the "Releasees").

d. By my participation in any activity during the Event, I hereby knowingly and willingly assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives, employees, or volunteers of the POD Network, or by any other Releasee or person.

e. In the event of such illness or injury, I authorize the appropriate parties to obtain necessary medical treatment and hereby, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on my behalf for any property loss or damage or any illness or injury I may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

f. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify the POD Network and its representatives, employees, and volunteers from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in the Event.

**2. Non-Discrimination and Anti-Harassment Policy.** I further acknowledge and understand that POD Network has established rules and regulations pertaining to conduct, behavior and activities of all Event participants, by which I agree to abide during the Event, and that I will be responsible for my failure to abide by those rules and regulations. I have received, read and understand the [Non-Discrimination and Anti-Harassment Policy](#). I understand that violation of the policy can result in dismissal from Event with no refund.