

Waiver and Release of Liability for Communicable Disease

The Springfield Regional Chamber (herein SRC) has taken preventative measures to reduce the spread of communicable disease including, but not limited to COVID-19 (“Communicable Disease”) at its Government Reception (the “Event”). However, I acknowledge that SRC cannot guarantee that I will not be exposed to or contract a Communicable Disease at the Event. Further, due to the nature of the facilities, services and programs offered at this Event, I understand that attending the Event could increase my risk of contracting a Communicable Disease.

I agree to abide by all applicable COVID-19-related requirements, advisories, policies, procedures, and protocols of the venue and SRC, as well as the CDC, the State of Massachusetts, the city of Springfield, and any other governmental authority for the duration of my stay. I also agree not to enter the Event if (a) I am aware, as of the date of the Event, that I have contracted and not completely recovered from a Communicable Disease; (b) I am aware, as of the date of the Event, that I have been exposed within the prior two weeks to someone who had contracted or was subsequently determined to have contracted, a Communicable Disease; (c) I have been tested for a Communicable Disease but not yet received the results of such test; or (d) I have symptoms consistent with having contracted a Communicable Disease.

I understand the risk that I may be exposed to or infected by a Communicable Disease by attending the Event and that such exposure or infection may result in quarantine requirements, serious illness, permanent disability and/or death. I further understand that the risk of becoming exposed to or infected by a Communicable Disease at the Event may result from the actions, omissions or negligence of myself and others, including, but not limited to, SRC, its officers, employees, contractors, agents, representatives, sponsors, other participants, and any owners and lessors of premises used to conduct the Event (“Releasees”). I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, and assume full responsibility for my participation in the Event.

In consideration of being allowed to participate in the Event, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledge and agree as follows:

1. I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS the Releasees with respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including attorneys’ fees and costs) arising from or relating to the illness, disability or death of myself (or any person who may contract a Communicable Disease, directly or indirectly, from me), as a direct or indirect result, in whole or in part, of a Communicable Disease, to the fullest extent permitted by law.
2. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS OR NEGLIGENCE OF THE RELEASEES, WHETHER AN INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT.

Please confirm your acceptance of the ***Waiver and Release of Liability for Communicable Disease***. This is a mandatory requirement and must be done prior to commencement of the Government Reception. Anyone failing to do so will not be permitted to attend or participate.