COVID-19 Safety Acknowledgment

Liability Waiver and Release of Claims

COVID-19 Safety Information

While participating in the Asset Management Derivatives Forum (“the Forum”) or other events jointly held or sponsored by the Futures Industry Association (“FIA”) and Securities Industry and Financial Markets Association, Inc. (“SIFMA”), “social distancing” may be practiced, and face coverings may be required to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious, FIA and SIFMA have instituted preventative measures to reduce the spread of COVID-19. However, FIA and SIFMA cannot guarantee that the participants in attendance at the Forum will not become infected with COVID-19. FIA and SIFMA may institute procedures for COVID-19 on-site testing and/or screening protocols. More details will be released prior to the Forum.

Participants in FIA and SIFMA events are required to register in advance. As part of the registration process, FIA and SIFMA require that registrants provide proof that they are fully vaccinated against COVID-19. Such proof must be provided by all attendees, including Forum participants as well as their guests at FIA- and SIFMA-sponsored social events related to the conferences. Such proof shall be submitted electronically via a web resource provided by FIA and SIFMA, or as otherwise directed by FIA and SIFMA. By providing proof of vaccination, I certify that I am providing truthful and accurate information regarding my vaccination status.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in FIA and SIFMA events. By attending the Forum, I certify that I do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; or

2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty to Self-Monitor

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact FIA and SIFMA at memberservices@fia.org and conferences@sifma.org if he/she experiences symptoms of COVID-19 within 14 days after participating in a FIA and SIFMA in-person event.

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I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation in a FIA and SIFMA event, and I willingly engage in FIA and SIFMA events (the “Activity”).
Release and Waiver

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FIA AND SIFMA AND THEIR AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

Assumption of the Risk

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

Medical Acknowledgment and Release

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheadedness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant or attendee, I recognize that my participation, involvement and/or attendance at any FIA and SIFMA Activity is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, I acknowledge and assume all risks and dangers associated with my participation and/or attendance at the Activity, and I agree that: (a) FIA and SIFMA, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, vendors, partners, directors, and officers, of such entities ( subsections (a) through (c), collectively, the “Released Parties”), will not be responsible for any personal injury (including death), property damage, or other loss suffered as
a result of my participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the “Released Claims”). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, I AM GIVING A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.