

**Participant Safety Acknowledgment and
Waiver of Liability Relating to COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is understood to spread mainly from person-to-person contact. People can become infected with COVID-19 and display symptoms or show no symptoms at all. Currently there is no cure for COVID-19 and no means for entirely preventing its spread. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Brand USA cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while attending events organized, promoted, or sponsored by Brand USA and its affiliated partners (a “Brand USA event”). This includes domestic and international events taking place at premises owned or operated by Brand USA and events taking place at venues owned or operated by third parties. In addition, as government restrictions are lifted, some Brand USA events may be mask-free and may eliminate physical distancing requirements. Check Brand USA’s website or the event description for information on whether and which restrictions have been lifted. At such events, you may still wear a facemask and practice physical distancing. However, others may not be wearing a facemask and may not be engaging in physical distancing. Your participation in Brand USA events is entirely voluntary and you may choose not to attend if you are concerned about safety. If you choose to attend a Brand USA event and enter onto premises where the event is held, whether the premises are owned or operated by Brand USA or a third party, and whether or not the event has facemask and physical distancing restrictions in place, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

TRAVEL INFORMATION:

Individuals traveling to and from Brand USA events must be aware of local and national government travel warnings, travel restrictions, and travel rules in effect where they are located and at all other locations where they travel or intend to travel. Immigration and travel restrictions, including quarantine requirements, travel prohibitions to or from certain locations, and COVID-19 screening and testing requirements, may impede the ability of individuals to enter or exit destination locations or return home as planned. Additional travel screening procedures and restrictions may take place at various travel locations and places of public accommodation, including but not limited to: airports, airlines, hotels, cruises lines, trains, other methods of transport, restaurants, and/or public areas. These restrictions may include mandatory face coverings, quarantines, temperature checks, and/or various other measures. Travel warnings, restrictions, and rules are frequently updated by local or national governments and their public health agencies and transportation authorities. Travel warnings, restrictions, and rules may be different in an individual’s country of origin compared to the United States and other localities. Governments and their instrumentalities are frequently updating travel rules, recommendations, and guidance. Changes may occur at any time, with or without notice to you. You should always check the travel warnings, restrictions, and rules in place before making plans to travel to ensure you meet all requirements necessary to travel to and from your destination(s).

You are solely responsible for reviewing and complying with all travel warnings, restrictions, and rules in effect before, during, and after your travel. Brand USA assumes no liability for any consequences that may occur related to your travel in connection with a Brand USA event, including fees, costs, charges, delays, cancellations, detentions, quarantines, COVID-19 screening and testing, border inspections and controls, immigration restrictions, denials of entry or exit, claims, complaints, losses, injuries, or damage to person or property, health or medical complications and illnesses (including but not limited to exposure to and/or contracting COVID-19), and any other consequences resulting from or relating to your travel, including but not limited to your failure to know or comply with travel warnings, restrictions, and rules as well as any changes made to travel warnings, restrictions, and rules that are or become applicable to you before, during, and after your travel.

SAFETY AND MEDICAL INFORMATION:

Participation in Brand USA events (including any related travel) carries risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks. These risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof.

Individuals who fall within any of the categories below should not engage in Brand USA events and/or Brand USA activities.

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19 (including, but not limited to, fever, cough, and shortness of breath);

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2. Individuals who are subject to the travel and quarantine restrictions of their country of origin or the destination country which prohibit their travel to and from, or participation in, a Brand USA event; or

3. Individuals who, within the past fourteen (14) days, 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 public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

You are solely responsible for ensuring your personal safety at all Brand USA events. If you experience signs or symptoms of COVID-19, such as a fever, cough, and shortness of breath, while attending a Brand USA event you should stop participating in the event and seek medical attention immediately. You are responsible for carrying insurance and any other information that may be necessary and for paying any costs associated with seeking or receiving medical treatment.

ASSUMPTION OF RISK: I have read and understood the above information and warnings concerning COVID-19. I acknowledge that it is not possible to prevent the spread of COVID-19 and my participation in a Brand USA event includes possible exposure to and illness from COVID-19. I understand that if I contract COVID-19, serious illness or death may occur. I voluntarily choose to accept the risk of contracting COVID-19 for myself in order to attend a Brand USA event and I knowingly assume the risk of injury, harm, and loss associated with participation in the event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind by Brand USA and its affiliated partners and sponsors. The event is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.

In addition, I voluntarily choose to travel for purposes of attending a Brand USA event and I knowingly assume any and all risks associated with my travel related in any way to COVID-19, including but not limited to illness, injury, death, damage, loss, claim, complaint, liability, cost or expense of any kind that I or others may experience or incur in connection with my voluntary travel. Before and after my travel I agree to follow the recommendations, policies, guidelines, and/or legal requirements of public health authorities and local and national governments where I am located and at my destination location.

WAIVER OF LAWSUIT/LIABILITY: I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST BRAND USA AND ITS AFFILIATED PARTNERS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (THE "RELEASED PARTIES"), BOTH IN LAW AND 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, AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

CHOICE OF LAW: I agree that the law of the District of Columbia in the United States will apply to this Participant Safety Acknowledgement and Waiver of Liability.

PARTICIPANT SIGNATURE:

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____

Date: _____

Print Name: _____