

Waiver and Release of Liability for Communicable Disease

The Winter Conference on Brain Research (herein Winter Brain) has taken preventative measures to reduce the spread of Communicable Disease including, but not limited to, COVID-19 (“Communicable Disease”) at its Annual Meeting (the “Meeting”). However, I acknowledge that Winter Brain cannot guarantee that I will not be exposed to or contract a Communicable Disease at the Meeting. Further, due to the nature of the facilities, services and programs offered at this Meeting, I understand that attending the Meeting could increase my risk of contracting a Communicable Disease. In consideration of being allowed to participate in the Meeting, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledge and agree as follows:

A. Adherence to Communicable Disease Protocols. I agree to abide by all applicable COVID-19-related requirements, advisories, policies, procedures, and protocols of the hotel, testing facility and Winter Brain, as well as the CDC, the state of Colorado, and any other governmental authority for the duration of my participation in the Meeting, including, without limitation, requirements related to hand sanitation, social distancing, and facemasks/face coverings. I understand that the establishment of Winter Brain meeting policies and any relevant restrictions and requirements put in place by Winter Brain supersede all other entity advisories. Any COVID-19-related requirements and specifics outlined and distributed by Winter Brain will be shared on the Winter Brain website [here](#). I understand and agree that my continued noncompliance with stated protocols after warning may result in my expulsion from the Meeting without re-entry and without reimbursement of any fees I have paid to attend.

B. Symptoms or Exposure to COVID-19. I understand and agree that, even if I am vaccinated I will comply with the current CDC guidelines on isolation, masking, and precautions for people with COVID-19, including;

- i. I will abstain from attending the Meeting or coming into contact with any Meeting participant (“isolate”);
 - a. for at least 5 days after testing positive for COVID-19;
 - b. if I am sick or suspect that I have COVID-19 but do not yet have test results;
 - c. if my symptoms are not improving 5 days after testing positive for COVID-19; or,
 - d. I am unable to wear a mask around others, 5 days after testing positive for COVID-19.
- ii. I will wear a high-quality mask or respirator (e.g., N95) any time I am around others;
 - a. for at least 10 days after testing positive for COVID-19;
 - b. as soon as I find out I was exposed to someone with COVID-19; or,
 - c. have not obtained two sequential negative antigen tests 48 hours apart.
- iii. I will take extra precautions if I will be around people who are more likely to get very sick from COVID-19.
- iv. If I develop symptoms (e.g. fever, cough, congestion, sore throat), I will isolate immediately, get tested, remain isolated until I know the test result.

C. Waiver and Release. I hereby release, covenant not to sue, discharge, and hold harmless from, and waive on behalf of myself, my heirs, and any personal representatives, the Releasees, with

respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including attorneys' fees and costs) that may be caused by any act, or failure to act, by the Releasees, or that may otherwise arise in any way in connection with my attendance at the Meeting. I understand that this Release discharges the Releasees from any liability or claim that I, my heirs, or my personal representatives may have against the Releasees with respect to any bodily injury, illness, disability, medical treatment, or property damage that may arise from, or in connection to, my attendance at the Meeting, as a direct or indirect result, in whole or in part, of a Communicable Disease, to the fullest extent permitted by law.

D. Assumption of Risk. I understand the risk that I may be exposed to or infected by a Communicable Disease by attending the Meeting 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 Meeting may result from the actions, omissions or negligence of myself and others, including, but not limited to, Winter Brain, its officers, board members, employees, contractors, agents, representatives, sponsors, other participants, and any owners and lessors of premises used to conduct the Meeting ("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 Meeting. I agree that I have no right to remuneration or other compensation for participation in the Meeting.

E. Covenant Not to Sue. I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or by anyone else who contracts a Communicable Disease from me in connection with my participation in the Meeting.

F. Governing Law and Forum. I expressly agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee (location of the management company for Winter Brain), and that this Waiver and Release will be governed by and interpreted in accordance with the laws of the State of Tennessee without giving effect to its conflict of laws rules. I agree that in the event that any clause or provision of this Waiver and Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not affect the remaining provisions of this Waiver and Release, which will continue to be enforceable. I agree that any dispute arising out of or relating to my attendance at the Meeting or any enforcement of this Waiver and Release shall be resolved exclusively in the state or federal courts for Williamson County, Tennessee, and I expressly submit and consent to the jurisdiction of such courts and waive any defense of inconvenient forum.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY. *