COVID-19 GENERAL DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE

I, the undersigned, am aware of and acknowledge the risks associated with COVID-19, including but not limited to the fact that reports indicate that COVID-19 is highly contagious, individuals infected with COVID-19 can be asymptomatic for 14 days or longer, such individuals can spread COVID-19 while unaware that they are infected, the virus may remain on contaminated surfaces for extended periods of time, and infection with COVID-19 may cause severe long-term health problems which could result in death. Accordingly, I understand and acknowledge that there is now an inherent risk in participating in and attending the convention and trade show event (the “Trade Show”) organized by the Chicago Roofing Contractors’ Association, Inc., a not-for-profit association (“CRCA”). Despite these risks, I wish to attend the Trade Show, and for the good and valuable consideration, including but not limited to the opportunity to attend the Trade Show, I agree with CRCA to the following:

a. Disclaimer. CRCA has not, and cannot, make any representations or warranties, either express or implied, with regard to COVID-19. I, on behalf of myself and my successors, heirs, assigns, personal representatives, estate, family members, and children, and others in my care, custody or control (the “Releasing Parties”), hereby disclaim any warranty which would relate to COVID-19 or the Trade Show, including but not limited to those pertaining to whether CRCA, its agents, or other participants in the Trade Show have been exposed to or are free from COVID-19.

b. Waiver and Release. The Releasing Parties hereby waive and release CRCA its past present and future attorneys, insurers, representatives, servants, principals, partners, directors, officers, shareholders, agents, employees, as well as all of CRCA’s predecessors, parent corporations, subsidiaries, affiliates, successors, assigns, transferees and transferors (collectively, the “CRCA Parties”) from any and all past, present, or future actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys’ fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, which any of the Releasing Parties now has or which may hereafter accrue, whether based in whole or part on the negligence, acts or omissions of CRCA, which arise from or in any way relate to the spread of or exposure to COVID-19.

c. Forbearance. The Releasing Parties hereby agree to forever forebear from asserting or pursuing against the CRCA Parties any actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys’ fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, whether based in whole or part on the negligence, acts or omissions of CRCA, me, or some other person, which arise from or in any way relate to the spread of or exposure to COVID-19.
d. **Severability.** In the event that any part, term, or provision of this document is determined by a court of competent jurisdiction to be unenforceable, invalid, or in conflict with any applicable law, the parties agree that the validity of the remaining portions of this document shall nevertheless be binding, enforceable and valid.

I ACKNOWLEDGE THAT I HAVE READ THE ENTIRETY OF THIS COVID-19 GENERAL DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE, AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY IT. I UNDERSTAND THAT THE EFFECT OF THIS DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE IS TO PRECLUDE ME FROM SUING THE CRCA PARTIES, AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT, OF OR RELATING IN ANY WAY TO THE TRADE SHOW OR EXPOSURE TO COVID-19, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE APPLIES EVEN IF THE CRCA PARTIES MAY BE NEGLIGENT OR GROSSLY NEGLIGENT IN WHOLE OR PART. I UNDERSTAND THAT THIS COVID-19 GENERAL DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, AND MY SUCCESSORS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, ESTATE, FAMILY MEMBERS, AND CHILDREN, AND OTHERS IN MY CARE, CUSTODY OR CONTROL. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND REPRESENTS THAT BY EXECUTING THIS AGREEMENT THEY HAVE THE AUTHORITY TO BIND THE INDIVIDUAL IDENTIFIED IN THIS COVID-19 GENERAL DISCLAIMER, WAIVER, RELEASE, AND FORBEARANCE AGREEMENT TO ALL OF THE TERMS STATED HEREIN.

Printed Name: ________________________________
Date: ________________________________