

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,  
AND PUBLICITY RELEASE AGREEMENT (“Release”)**

I am an adult over the age of 18 (“Attendee”) and have voluntarily decided to attend an in-person event (“Event”) sponsored by the Association of Research Libraries (“ARL”). In consideration for my participation in Event, I acknowledge and agree as follows:

1. I acknowledge and understand that I am solely responsible for my own health and safety and for assessing and determining any risks associated with traveling to or attending the Event in person. I acknowledge and understand that it is my responsibility to review and consider any warnings, alerts, and other information provided by the Centers for Disease Control or Prevention/Public Health Agency of Canada, other federal agencies, and state/province and local health authorities that concern travel and/or attendance at in-person indoor or outdoor activities that may be relevant to the programs comprising the Event. I specifically acknowledge and understand that it is possible that there may be COVID-19 infections present in the community where the Event is being held or among attendees, those providing services at the Event, or other individuals present at the Event, regardless of their vaccination status, and that by attending the Event I may be exposed to COVID-19.

2. I fully understand that I am attending the Event at my own risk, and I am specifically assuming all risks, responsibilities, dangers, liability, losses, costs, claims, or damages incurred as a result of my participating in the Event, including of death, temporary or permanent disability, serious physical harm, illness, and property damage or loss (“risks”). The risks include, but are not limited to, those caused by being exposed to or contracting COVID-19, being in a metropolitan area, terrain and surface hazards, facilities, temperature, weather, exposure to contaminants or disease, sickness, equipment, condition or behavior of other attendees, condition or behavior of individuals providing services during the Event, and theft. I fully understand that these risks may be caused by my own actions or inactions, the actions or inactions of others, including other attendees or others at the Event, or the negligence or reckless conduct of the “released parties” named below. I further understand that there may be other risks and potential losses either not known to me or not readily foreseeable at this time.

3. I understand and agree that ARL makes no representations about the suitability, reliability, availability, safety, or timeliness of the activities and services that are part of the Event for any purpose. All of the activities and services comprising the Event are provided "as is" without warranty of any kind.

4. I understand that ARL may impose certain safety protocols at the Event, and I agree to comply with all such protocols and with any directives by representatives or agents of ARL concerning Event safety. I understand that ARL has the right to terminate my attendance at the Event if ARL determines, in its sole and exclusive discretion, that my further attendance at the Event is in any way damaging to or contrary to the interests, safety, or reputation of the Event or ARL.

5. I understand that during the Event, ARL may photograph, videotape, or otherwise record me and use the same for any and all purposes, including, but not limited to, advertising, trade, and/or promotion on behalf of ARL, its licensees, affiliates, suppliers, and employees, and I consent to and authorize in advance all such use. I further understand that I will not benefit financially or otherwise from any use thereof.

6. I, on behalf of myself, my family, estate, heirs, and assigns, hereby release, discharge, covenant not to sue, and agree to indemnify, save and hold harmless ARL, its directors, agents, officers, volunteers, contractors, employees, its heirs, successors, and assignees (each considered one of the "released parties" herein) from and against any and all liability, claims, demands, losses, or damages, known or unknown, including direct, indirect, punitive, incidental, special, and consequential damages, caused or alleged to be caused in whole or in part by my attendance or participation in the Event. Without implication of limitation, this release applies to: all liability caused by the negligence or fault of the released parties or of any suppliers of the services that comprise the Event; all liability resulting in wrongful death, personal injury, or property damage; all liability caused by defamation or invasion of privacy; and all liability due to any other cause whatsoever. I further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Released Parties named above, I will indemnify and save and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as a result of any such claim.

7. This Release shall be governed in all aspects by the laws of the jurisdiction in which the Event shall occur, without reference to choice of law principles, and any disputes arising from this Release shall solely be resolved in the local or federal courts situated in the location of the Event.

I certify that: I have read this release and fully understand and agree to be bound by its terms; I understand that I have given up substantial rights by signing this release and have signed it freely and without any inducement or assurance of any nature; I intend this release to be a complete and unconditional waiver and release of all liability against the released parties to the greatest extent allowed by law; and I agree that if any portion of this release is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.