

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

While participating in DEMA Show and related events held or sponsored by the Diving Equipment & Marketing Association (“DEMA”) “social distancing” is recommended and face coverings worn as indicated in current [Clark County restrictions and recommendations](#) to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, DEMA has put in place preventive measures to reduce the spread of COVID-19. However, DEMA cannot guarantee that its participants, exhibit staff, attendees, volunteers, partners, or others (“VISITORS”) in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, VISITORS who fall within any of the categories below should not engage in DEMA Show nor its related events. By attending DEMA Show and related events, you certify that you do not fall into any of the following categories:

1. VISITORS 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;
2. VISITORS 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:

VISITORS agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact DEMA at (858) 616-6408 if they experience symptoms of COVID-19 within 14 days after participating or volunteering with DEMA. I represent that I have followed all health and safety rules and regulations, whether Country, Federal or State, or carrier, in travelling to Las Vegas and to DEMA Show.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with DEMA Show and related events, and I willingly engage in DEMA Show and related events.

RELEASE AND WAIVER:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE DIVING EQUIPMENT & MARKETING ASSOCIATION AND ITS AFFILIATED CONTRACTORS, MEMBERS, PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, 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 HEREFTER 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 being a VISITOR of DEMA Show and related events, 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 being a VISITOR of DEMA Show and related events, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during DEMA Show and related events, 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 HEREFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a VISITOR I recognize that my participation, involvement and/or attendance at DEMA Show and related events is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating at DEMA Show and its related events I acknowledge and assume all risks and dangers associated with my participation and/or attendance, and agree that: (a) DEMA (b) National Trade Productions (c) the property or site owner of DEMA Show and related events, and (d) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, members, contractors, partners, directors, and officers, of such entities (subsections (a) through (d), 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, 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 DEMA SHOW AND RELATED EVENTS, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.