

## **DEMA SHOW HEALTH AND SAFETY LIABILITY WAIVER AND RELEASE OF CLAIMS**

### **INFECTIOUS DISEASE SAFETY INFORMATION:**

While participating in DEMA Show and related events held or sponsored by the Diving Equipment & Marketing Association (“DEMA”) recommends taking all recommended state and county health recommendations in effect during DEMA Show to reduce the risks of exposure to infectious diseases. DEMA will put all required state and county health measurements into place to reduce the spread of infectious disease, however, DEMA cannot guarantee that its participants, exhibit staff, attendees, volunteers, partners, or others (“VISITORS”) in attendance will not become impacted by choosing to participate in DEMA Show.

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 an infectious disease, including but not limited to, 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 infectious disease or have been diagnosed with an infectious disease 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 infectious disease (including, but not limited to, fever, cough, and shortness of breath) and contact DEMA at (858) 616-6408 if they experience symptoms of infectious disease within 14 days after participating or volunteering with DEMA. VISITORS represent that they have followed all health and safety rules and regulations, whether Country, Federal or State, or carrier, in travelling to DEMA Show’s host city and to DEMA Show.

### **VISITOR LIABILITY WAIVER AND RELEASE OF CLAIMS:**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or volunteerism 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 HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

### **VISITOR ASSUMPTION OF THE RISK**

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases. 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 even if arising from the negligence or fault of the Released Parties.
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.

### **VISITOR 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 HEREAFTER 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.

### **AGREED AND ACCEPTED**

