The Association for Theatre in Higher Education (ATHE) recognizes that the safety of all of those on site at the 2023 ATHE Annual Conference is our top priority. This safety agreement is a living document that will continue to evolve based on state and federal guidelines to ensure that all participants are as committed as we are to following public health guidance during the 2023 ATHE Annual Conference.

Our goal is to hold a safe Conference, but it is not possible to remove all risk. To allow ATHE to move forward, ATHE must advise you of the risks and request that you sign this document. In consideration of being permitted to attend the Conference in person, and by executing this Assumption of Risk, I agree:

- **Assumption of Risk**: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19, and its mutants and variants, is extremely contagious and believed to spread mainly from person-to-person contact, and that exposure to infection can result from person-to-person contact, breathing, coughing, interacting with other individuals, and other methods. Various mutations have been discovered which may be more contagious, and the state of medical knowledge is evolving. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death which may be reduced or even eliminated with those who have been vaccinated. Symptoms may be worse for those with various underlying medical conditions. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations prohibited or limited the congregations of groups of people.

ATHE and its venues have put in place preventative measures to reduce the spread of COVID-19 at the Conference however, ATHE cannot guarantee that you will not be exposed to or become infected with COVID-19. Further, attending the Conference could increase your risk and your family’s risk of contracting COVID-19.

- **Acknowledgement**: By signing this Assumption of Risk, I acknowledge that attendance at and participation in the Conference involves an inherent risk of exposure to and illness from infectious diseases including but not limited to COVID-19 and its variants. By choosing to participate in the Conference, I acknowledge the contagious nature of COVID-19 and its variants and voluntarily and freely assume the risk that I may be exposed to or infected by COVID-19 and that such exposure or infection might result in personal injury, illness, permanent disability and death. I understand the risks of becoming exposed to or infected by COVID-19 at the Conference may result from the actions, omissions, or negligence of myself and others, including but not limited to ATHE employees, volunteers, service providers and program participants and their families. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of COVID-19 may result in risks including but not limited to personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable or reasonably foreseeable at the current time and all which are to be considered risks.

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage,
loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my travel to and attendance at the Conference.

I expressly agree that this Assumption of Risk is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Assumption of Risk is found or held, for any reason, to be invalid, illegal, void or unenforceable in any respect, the invalidity, illegality or unenforceability shall not impact any other provision of this Assumption of Risk, and the remaining portions shall not impact any other provision of this Assumption of Risk, and this Assumption of Risk shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

- **Responsibility to Take Preventative Measures.** As a participant in the Conference, I agree that I will comply with all applicable laws and guidelines, including those from the Centers for Disease Control and Prevention ("CDC") during my participation at the Conference, to reduce the risk to myself and others of exposure to COVID-19. I voluntarily agree to comply with all safety requirements set forth by ATHE and the venue for the Conference. My failure to comply with such safety requirements may result in loss of right to participate at or attend the Conference. I further agree to self-monitor for signs and symptoms of COVID-19 and, if I experience any such symptoms, agree to discontinue my participation in the Conference immediately and seek appropriate medical attention. I also agree not to attend the Conference if I have been diagnosed with COVID-19 or am experiencing COVID-19 symptoms, identified by the CDC at CDC.gov, including, but not limited to, fever, cough, and shortness of breath, within the fourteen (14) days prior to the first day of the Conference.

This Assumption of Risk may be executed electronically, and I consent to entering it in electronic form. I acknowledge and agree that my electronic signature will have the same force and effect as an original signature for all purposes.

In the event I file a lawsuit against ATHE, I agree to do so solely in the State of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within the State of California. Notwithstanding any other term of this Agreement, in no event shall any liability of the Releasees exceed the amount actually paid for the Conference activities or One Hundred Dollars ($100) whichever is greater.

Releasees include ATHE and its officers, directors, employees, contractors, sub-contractors, affiliates, partners, conference hosts, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents, and employees.

I have carefully read this Assumption of Risk, fully understand its terms and conditions, understand that the terms and conditions are contractual and not a mere recital, that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement and I under no obligation to sign and attend the Conference in person.

By attending in-person I represent that I am either fully vaccinated with at least one booster or hold documentation of a recent negative diagnostic test within 72-hours of August 3, 2023. I also agree to
show COVID-19 vaccination documentation and/or negative test results at the registration table in Austin when requested.