

**TEXAS NURSE PRACTITIONERS (“TNP”)  
COVID-19 WAIVER OF LIABILITY WAIVER AND  
AFFIRMATION OF CONDUCT RESTRICTIONS**

In consideration of attendance and participation at TNP’s 2022 NP State Summit at The Hilton Garden Inn, Austin, TX from 01/28/22 – 1/29/22 (“Event”), I agree to the following terms and conditions:

1. I agree to abide by all health and safety guidelines and recommendations promulgated by federal, state, and local government agencies and officials, TNP, and the Event venue. This includes, but is not limited to, submitting to restrictions set in place during the Event that may consist of daily temperature checks, wearing a mask in indoor public areas, engaging in appropriate physical distancing, and restrictions on certain activities that carry higher COVID-19-related risk, such as congregating in large private gatherings or attending off-site events in crowded facilities. I further agree that I will not attend the Event in person if I become ill, am exposed to the COVID-19 virus within 14 days prior to the event, or exhibit any symptoms of the COVID-19 virus 14 days prior to the event.
2. I acknowledge the risk of contracting the virus that causes COVID-19 associated with participation in the TNP Event. I hereby acknowledge that my participation is done with full knowledge and disclosure of the risk and dangers associated with such participation.
3. I hereby assume all responsibility for all risk including but not limited to sickness, disease, death, and damages of any kind (collectively, “**damage**”) sustained by me arising out of or relating to my presence at a TNP event or activity. This assumption of responsibility and risk includes (without limitation) such damage caused, or alleged caused, in whole or in part by any of the following: TNP, the TNP board of directors, TNP officers, and TNP staff (collectively, the “**indemnified parties**”).
4. I assume all risks related to COVID-19. I further acknowledge that the indemnified parties have made no representations or warranties, nor have I relied upon any representations or warranties, expressed or implied, as to the safety of the TNP event or activity.
5. **I SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS THAT MAY ARISE OUT OF OR RELATE TO MY PRESENCE OR PARTICIPATION IN THE EVENT. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.**
6. **Miscellaneous.** This agreement is binding and will inure to the benefit of the TNP and me and our respective successors and assigns. All matters arising out of or relating to this

Agreement will be governed by and construed in accordance with laws of the State of Texas. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Travis County, Texas. I hereby consent to the exclusive jurisdiction of such courts.

I have read and understand this COVID-19 Waiver of Liability Waiver and Affirmation of Conduct Restrictions as well as the regulations, guidelines, and policies promulgated by TNP. I knowingly and voluntarily agrees to the terms and conditions stated above.