

OHIMA 22 Annual Meeting & Trade Show

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

By signing this agreement, I intend to attend in-person, the Ohio Health Information Management Association Annual Conference ("OHIMA 22"). In consideration of attending OHIMA 22 and in recognition of the Ohio Health Information Management Association's (OHIMA) reliance hereon, I agree to all the terms and conditions set forth in this agreement.

1. I am aware of the contagious nature of bacterial and viral diseases including COVID-19 and its variants ("COVID-19") and the risk that I may be exposed to or contract COVID-19 by attending OHIMA 22. I understand and acknowledge that such exposure or infection may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including OHIMA and any of their affiliates, exhibitors, employees, contractors, volunteers, or venues. I understand that while OHIMA has implemented preventative measures designed to reduce the spread of COVID-19, OHIMA cannot guarantee that I will not become infected while attending OHIMA 22, and that attending may increase my risk of contracting it.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ATTENDING OHIMA 22 WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS RELATED TO COVID-19, ARISING FROM MY ATTENDING OHIMA 22, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF OHIMA OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against OHIMA, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to my attending OHIMA 22 and being exposed to or contracting COVID-19, whether arising out of the ordinary negligence of OHIMA or any Releasees or otherwise. I agree not to make or bring any such claim against OHIMA or any other Releasee, and forever release and discharge OHIMA and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence or willful or intentional misconduct.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19. I will comply with all such orders, directives, and guidelines while attending OHIMA 22, including, without limitation, requirements related to social distancing and use of face coverings. I will also follow all instructions of OHIMA relating to safety protocols, including providing my own face covering.

4. I confirm that if I am experiencing symptoms of COVID-19, have a confirmed or suspected case of COVID-19, or have come in contact in the last 10 days with a person who has been confirmed to have or suspected of having COVID-19, I agree to attend OHIMA 22 virtually only.

5. I shall defend, indemnify, and hold harmless OHIMA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to COVID-19 due to my attendance of OHIMA 22, including any claim related to my own negligence or the ordinary negligence of OHIMA.

6. This Release constitutes the sole and entire agreement of OHIMA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of OHIMA and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Franklin County, Ohio, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OHIMA.