

**2021 AMERICAN LEGION NATIONAL CONVENTION
PHOENIX, ARIZONA
COMMUNICABLE DISEASE RELATED – HOLD HARMLESS, RELEASE,
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

- 1 In consideration of my ability to attend, volunteer, observe, provide services, prepare for, or otherwise participate in any way at the 2021 American Legion National Convention in Phoenix, Arizona (“Convention”) sanctioned by and/or organized in cooperation with the City of Phoenix, the Phoenix Convention Center, The American Legion, the American Legion Auxiliary, the Sons of The American Legion, the American Legion Riders, and The American Legion National Convention Corporation of Arizona (collectively “Organizers”) or participating at a contemporaneously site or site reasonably connected to any, and all, Convention activities (including without limitation all Convention events) (“Event” or “Events”), I on behalf of myself, my personal representatives, heirs, next of kin, and assigns, hereby:
- 2 **Acknowledgement and Assumption of Risk.** Acknowledge that by my participating in any way in any Event at the Convention that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including, but not limited to the SARS-CoVC-2, COVID-19 and/or any mutation or variation thereof; and I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME the risk that I may be exposed to or infected with a communicable disease from the Events, and such expose or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I understand that the risk of becoming exposed to or infected with communicable disease by my participation in any Event may result from the actions, omissions, or negligence of others including, but not limited to, the Organizers. I hereby expressly assume all such risks and dangers whether presently known or unknown;
- 3 **Release, Covenant and Waiver.** Voluntarily agree to RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE the Organizers, the City of Phoenix and its officials, employees, agents, and contractors, and/or licensees, or any, and all, other party(ies) associate with the Convention (collectively known as the “Released Parties”) from and for any, and all, claims or liability arising out of any, and all, Events, including, but not limited to, the potential for contracting a communicable disease while attending any Event and all injury, illness, permanent disability or death (including without limitation from COVID-19) whether caused by the negligence of the Released Parties or otherwise. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. I fully recognize that if I become ill as an alleged result of contracting a communicable disease at an Event, I will have no right to make a claim or file a lawsuit against the Released Parties even if they, or any of them, caused my injury, illness, permanent disability or death by their negligence;
- 4 **Indemnity.** Agree to indemnify and defend and hold harmless all of the Released Parties and each of them from any loss, liability, damage, and/or cost I may incur arising out of, or related to, any injury, illness, permanent disability or death or any other associated harm I may have, including claims as to Released Parties’ sole or contributory negligence. As I am releasing any, and all, claims my family, guardian and/or representative, including my estate, might wish to make by reason of my injury, illness, permanent disability or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury, illness, permanent disability or death;

- 5 **Medical Statements and Release.** Affirm that I have not knowingly been exposed (defined as any face-to-face contact with an infected individual, or sustained contact for 15+ minutes at less than 6 feet apart within 48 hours prior to that individual’s symptom onset or while symptomatic), nor tested positive, to COVID-19 in the past 14 days from my departure to the Convention. I also acknowledge that I have not experienced an onset of any COVID-19 symptoms within the past 14 days, including, having a fever of 100.4 degrees F or higher, feeling feverish, developing a new persistent cough and/or having a shortness of breath or breathing difficulties. I further understand that the Organizer’s may, at its discretion, require me to participate in medical testing, examinations and/or screenings as a condition to my continuing participation in any Event before, during and after the Event, and I agree to fully cooperate and provide accurate information. I further understand that my temperature will be taken each day in order to enter the Phoenix Convention Center, and that I will be asked common preliminary COVID-19 questions. If my body temperature registers at 100.4 F or higher, I may sit in a control area for 10 minutes. A second temperature screening will be administered after the wait time is over. If my temperature remains at 100.4 F or higher, I understand that I will not be allowed into the Phoenix Convention Center unless I receive a negative COVID-19 rapid test. I hereby further consent and agree that for the purpose of contact tracing, the Organizers are permitted to release personal information about me to any government authority upon its request without inquiring about the lawfulness of the demand and without prior notice to me. I further consent and agree that the Organizer’s may release personal information about me (including my name) to those with whom I may have had contact for the purpose of informing them of their potential exposure to communicable disease.
- 6 **Other.** Agree that if any portion of this Agreement is held invalid, the remainder of the Agreement shall continue in full legal force and effect with such modifications to allow the remainder of claims to be waived, released and indemnified against. This Agreement is to be interpreted and enforced under the laws of the State of Indiana.

I agree to wear a face mask at all times during the Event, unless actively eating and/or drinking, keeping a physical distance of six feet between others at all times at all Events, that there will be no handshaking, touching or hugging permitted and that I may use alternative methods of greetings including, but not limited to, saluting, tip hatting, elbow bumping, foot tapping and/or waving.

I HAVE READ THIS “COMMUNICABLE DISEASE RELATED – HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT”; I UNDERSTAND ALL OF ITS’ TERMS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEES BEING MADE TO ME; AND, I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY ALL LAWS.

Name:

Address:

Email:

Membership Number:

Signature:

Date Signed: