



## **New Liability Disclaimer and Release (US Chapters only)**

*Please see language below for live, in person events or education, that we have now adopted. **This is for US Chapters only** to include with all in-person event registrations moving forward. (this would include any in person event, whether there is fee or not) if you wish to do so. This language applies to all US Chapters. International Chapters are advised to seek their own advice in their country, for similar language.*

### **Liability Disclaimer and Release**

In consideration of being allowed to register for, and participate in, an event, activity, or experience (“Event”), I **hereby waive, release from liability, assume all risks, and covenant not to sue** [INSERT CHAPTER NAME] (“MPI CHAPTER NAME”), or their respective members, employees, board members, agents, or volunteers (the “MPI CHAPTER NAME Parties”) for any expense, loss, damage, personal injury (including loss of life, disability, or serious harm), property damage or theft, negligence, or actions (each, a “Loss”) resulting from or arising in connection with my travel to, attendance at, or participation in the Event and any related activities unless said Loss is caused by the sole, gross negligence of MPI CHAPTER NAME. I agree that this waiver and release shall bind me and my personal representatives, shall be enforceable to the fullest and broadest extent of the law, and, if any portion is held invalid, the remainder should continue in full legal force and effect. I am an adult of sound mind and capable of entering into this waiver. **I have read its terms and fully understand and agree to the provisions herein.** I agree that this waiver shall be governed by and construed in accordance with the laws of the State of [CHAPTER LOCATION] and enforce only in courts in the State of [CHAPTER LOCATION]. **I waive my rights under the Deceptive Trade Practices-Consumer Protection Act, under applicable law. After an opportunity to consult with an attorney of my own selection, I voluntarily consent to this waiver.**

I understand and am aware that my participation in the Event involves risk, including, but not limited to, travel, physical activity, locales where public health and safety may be at risk, or activities that involve risk that I create for others or others may create for me. These risks may lead to a Loss, and I nonetheless choose to participate in the Event. I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose to participate in the Event. I acknowledge that no promises, representations, or affirmations of fact were made to me by MPI CHAPTER NAME or its representatives concerning the safety or danger associated with traveling to the Event or participating in any activity or interaction related to or associated with the Event.

### **Liability Disclaimer and Release: COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is reported to be extremely contagious. The exact methods of spread and contraction are unknown, but the virus is believed to spread from person-to-person, by contact with contaminated objects, and even possibly in the air. People reportedly can be infected and show no symptoms yet still spread the disease. COVID-19 is reported to cause serious illness and death. **MPI CHAPTER NAME** cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while their premises, at a **MPI CHAPTER NAME** event or activity, or performing any action for or on behalf of **MPI CHAPTER NAME** or its representatives. Any in-person interaction with, at, or for **MPI CHAPTER NAME** may increase the risk of contracting or spreading COVID-19.

I agree and understand these specific risks and nonetheless accept them in order to utilize **MPI CHAPTER NAME's** services and attend an event or activity. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person rather than arranging for an alternative method participating or not participating at all. **I further hereby forever release and waive all claims and rights against the MPI CHAPTER NAME Parties in connection with exposure, infection, and/or spread of COVID-19 related to utilizing their services or premises or interacting with their members.** I understand that this release and waiver means I give up my right to bring any claims including for personal injuries, death, disease, property losses, or any other loss that may be released and waived under applicable law, including, but not limited to, claims of negligence, and I understand that this release and waiver prevents me from seeking damages in any way against the **MPI CHAPTER NAME** Parties, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.