



AAPI-CONVENTION 2020 COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

This agreement dated September 26/27, 2020 is between American Association of Physicians of Indian Origin (AAPI) and Guests and Attendees and Media including all Invitees and any and all third parties hereinafter known as 'GUEST OR MEMBERS'.

Whereas, AAPI is holding its annual convention in the Month of October 2020 during the Covid 19 Pandemic but complying fully with the State Of Illinois Covid 19 Guidelines for Public Gathering

Whereas, COVID-19 is a new strain of respiratory disease, the first cases of which were recently identified in humans. COVID-19 can result in serious illness or death and can be easily spread from person to person. COVID-19 was declared a worldwide pandemic by the World Health Organization. As a result, both the federal government and the State of Illinois, the location of the Convention site, recommend social distancing and prohibit the congregation of groups of people

Whereas, While measures are being taken to reduce the spread of COVID-19 during the convention, AAPI including its members, employees, officers and / or agents furnishing services, equipment, and / or curricula cannot guarantee that you will not become infected with COVID-19. Further, personal interaction at the Convention, including its members, employees, officers and / or agents or attendees and guests ("Personal Interaction") could increase your risk of contracting COVID-19.

Therefore, GUEST and AAPI agree as follows;

1. Guest agree that he/she is personally responsible for his/her safety and actions while at or attending the AAPI Convention in Chicago. Guest agree to comply with all AAPI policies and rules, including but not limited to the Bylaws of AAPI for any dispute resolution and mediation or claims as posted on AAPI website.
2. With full awareness and appreciation of the risks involved, Guest, for himself and on behalf of his family spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue AAPI its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by Guest related to COVID-19 whether caused by the negligence of the Released Parties, any third-party while at the Convention, or otherwise, while participating in any activity while in, on, or around the Convention at the Hotel in Chicago and/or while using any AAPI or Hotel facilities, equipment, or materials.
3. Guest agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made by

or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of AAPI, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

4. Guest(s) agree that this Waiver of Liability shall be governed by and construed in accordance with Jams Commercial Rules of Arbitration and Illinois State Law and that, if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

By signing below Guest acknowledge and represent that Guest have read the foregoing Waiver of Liability, understand it and sign it voluntarily as his or her free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; Guest is sufficiently informed about the risks involved in outdoor activities including golfing to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; Guest is at least eighteen (18) years of age and fully competent; and Guest execute this document for full, adequate, and complete consideration fully intending to be bound by the same. Guest agree that this Wavier of Liability shall be governed by and construed in accordance with Illinois State, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Illinois lifts all COVID-19 related mandates.

Guest certify that Guest do not have any of the following COVID-19 symptoms at the time of registration for the convention as outlined by the Center for Disease Control: shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste or smell. If Guest develop any of the aforementioned symptoms prior to the convention, Guest will not attempt to attend the convention. Guest certify that neither Guest nor any member of my immediate family have been advised by health officials to self-quarantine.

This Waiver of Liability and Indemnification agreement is dated above and effective as of that date.

American Association of Physicians
of Indian Origin (AAPI)

Guest (s)

X _____
By Dr Suresh Reddy- Convention Chair
AAPI Past President.

X _____
Name _____