

Texas Wine & Grape Growers Association

COVID-19 ACKNOWLEDGMENT AND RELEASE

The World Health Organization has characterized the COVID-19 virus, also known as "Coronavirus," as a pandemic. TWGGA wants to ensure you are aware of the risks of exposure to COVID-19, and the protective measures you are required to take while participating in events held or sponsored by the Texas Wine & Grape Growers Association ("TWGGA").

SOCIAL DISTANCING GUIDELINES: In an effort to reduce transmission and the risk of exposure to COVID-19, TWGAA encourages all attendees to wear a face covering and practice social distancing while participating in events held or sponsored by TWGGA.

CERTIFICATION OF NO SYMPTOMS: By attending a TWGGA event, you certify that you do not fall into any of the following categories: (1) Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath; (2) Individuals who have traveled at anypoint in the past fourteen (14) days either internationally or to a community in the U.S. that is experiencing sustained community spread of COVID-19; or (3) Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19, are in quarantine as a result of exposure or potential exposure to COVID-19, or have beendiagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment. If you meet any above category, you are prohibited from attending at TWGGA event. TWGGA has adopted a COVID-19 cancellation policy for in-person registrants who establish they are within one of the above categories at the time of the event.

DUTY TO SELF-MONITOR: By registering to attend an in-person TWGGA event, you agree to selfmonitor for signs and symptoms of COVID-19 and contact TWGGA at Sabrina Houser-Amaya (conferenceinfo@twgga.org) if you experience symptoms of COVID-19 or receive a positive test result within fourteen (14) days after attending an in-person TWGGA event. If you receive a positive test result, TWGGA encourages you to take action to inform other attendees with whom you were in close contact at the event. Due to the nature of the event and inability for TWGGA to trace contacts, TWGGAwill not be able to, and makes no representation that it will or can, inform persons who were in close proximity to a personwho has tested positive for COVID-19.

LIABILITY WAIVER AND RELEASE OF CLAIMS: You acknowledge that you derive personal benefit from your attendance at this in-person TWGGA event (the "Activity"), are aware of the risks of COVID-19 exposure, and willingly engage in this Activity. By registering for the Activity, you hereby completely and irrevocably release, waive and forever discharge any and all liability, claims, actions, losses, expenses, damages, or demands of whatever kind or nature againstTWGGA and its speakers and exhibitors, including in each case, without limitation, their directors, officers, employees, representatives, volunteers, and agents (the "Released Parties"), either in law or in equity, to the fullest extent permissible ylaw, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the Released Parties, including but not limited to death, bodily injury, illness, economic loss, or loss or damage to property, which you, your successors, heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on your behalf, which arise or may hereafter arise from your participation in the Activity.



ASSUMPTION OF RISK. By registering for the Activity, you acknowledge and understand the following: Your attendance at an in-person TWGGA event includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death doesexist. You knowingly and freely assume all such risks associated with the Activity, even if arising from the negligence, faultor conduct of any kind on the part of the Released Parties. BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

By registering for the Activity, I acknowledge and represent that I have read, understand, and agree to the TWGGACOVID-19 Acknowledgement and Release.

TWGGA Cancellation Policy

Standard Cancellation/Refund Deadline: Email <u>conferenceinfo@twgga.org</u> on or before January 14th to cancel and receive a full refund minus a \$100 administrative fee. After January 14th conference registration fees are non-refundable.

If after the January 14th up until February 19th, attendee, exhibitor and/or sponsor cancellation and refund requests *due to* COVID-19 will be accepted until February 19th and must include an explanation and proof of COVID-19 as basis for cancellation, as well as the attendee/exhibitor's name, cell phone and email address.

Requests must be received by email at <u>conferenceinfo@twgga.org</u> no later than February 19, 2022.

Thank you for your support!