

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”) RELATING TO CORONAVIRUS/COVID-19**

In consideration for participating in the Harrisburg Regional Chamber and CREDC’s (“HRCC”) Together Toward Tomorrow (“Event”), you hereby acknowledge and agree that you have reviewed and understand the safety and prevention protocols that HRCC has implemented for the Event for the protection of its employees, vendors and participants and agree to follow any required prevention protocols prior to participating in the Event and during the Event, including but not limited to, symptom screening (if applicable), frequent handwashing/sanitizing, masking, and physical distancing. **Additionally, you affirm that you are fully vaccinated against COVID 19, or, if not fully vaccinated, will wear a mask at all times during the Event except when you are actively eating or drinking.**

You also represent and warrant that you are not currently: (i) experiencing any symptoms of COVID-19, including, without limitation, fever, cough, difficulty breathing/shortness of breath, chills, fatigue, headache, muscle pain/body aches, sore throat, congestion/runny nose, nausea or vomiting, diarrhea, or new loss of taste or smell and (ii) within the past 14 days, you have not had any close contact with anyone who is known to be COVID-19 positive or who has been advised to isolate due to symptoms of COVID-19. Close contact means having been within approximately 6 feet of a COVID-19 case for a prolonged period of time (about 15 minutes) within 48 hours of symptom onset of the positive/presumed positive individual. You further agree to immediately report to an HRCC representative any symptoms of COVID-19 that may occur during the Event or immediately thereafter so that all appropriate actions may be taken to prevent and mitigate the spread of COVID-19.

You acknowledge and understand that HRCC cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while visiting its premises or participating in the Event. Therefore, if you choose to enter HRCC’s premises and/or participate in the Event, you acknowledge that you may be exposing yourself to and/or increasing your risk of being exposed to, contracting or spreading COVID-19 and you voluntarily choose to accept such risk.

In further consideration of being permitted to enter HRCC’s facilities and participating in the Event, you hereby release, waive, discharge and covenant not to sue HRCC, its subsidiaries, shareholders, owners, managers, directors, officers, employees, volunteers, trustees, insurers, agents and/or other representatives (collectively the “Released Parties”) from all liability to you, as well as any of your assignees, heirs, guardians, and/or legal representatives, for any loss, claim or damage, relating to any injury or illness (including possible death) that you may experience, or any injury or illness (including possible death) to any person who may contract COVID-19 from you, and the possible exposure, infection or spread of COVID-19, whether caused by the negligence of HRCC or otherwise while you are in, upon or about HRCC’s premises, participating in the Event or near any representative of HRCC. You understand that this means you give up your right to bring any claims including for personal injuries, death, disease or property losses, or any other loss and give up any claim for damages, against the Released Parties as it relates to the possible exposure, infection or spread of COVID-19. You further agree and covenant to save and hold harmless, indemnify, and defend any claim against the Released Parties as a result of your participation in the Event and as it relates to the possible exposure, infection or spread of COVID-19 arising therefrom.

In the event that any provision of this Agreement shall be held to be unenforceable, the remaining portions shall remain in full force and effect. This Agreement shall be governed by the laws of Commonwealth of Pennsylvania. It is agreed that any claims relating to this Agreement shall be commenced in the Court of Common Pleas of Dauphin County or the Federal District Court for the Middle District of Pennsylvania.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE IN THE EVENT KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I FURTHER UNDERSTAND THAT MY FAILURE TO COMPLY WITH ANY OF HRCC’S PROTOCOLS MAY RESULT IN MY IMMEDIATE REMOVAL FROM THE EVENT WITHOUT REFUND OR WARNING.**