

# SJC 2022 Participant Duty of Care Agreement and Waiver

Revised November 9, 2021

Thank you for registering for the Safety & Justice Network Challenge Meeting at The Westin Peachtree Plaza in Atlanta, February 2-4, 2022 ("SJC22"). As you prepare for SJC22, please review the Meeting Protocols below outlining the expectations for your participation. All participants in SJC22 are required to check the "I agree" box below as part of the registration process. Participants who have not checked this agreement prior to the start of the conference and do not demonstrate their compliance with safety protocols will not have a room registration or be permitted into the conference space.

## Safety Protocols for In-Person Attendees

*\*May change before event. Please check back before traveling to Atlanta.*

We are committed to keeping the SJC network informed, engaged, connected and safe! Therefore, we are relying on everyone to do their part leading up to and during the conference.

### Before Leaving Home:

- Attendees must upload a copy of proof of full vaccination (according to the Centers for Disease Control and Prevention) by **5 p.m. Eastern on Friday, January 28, 2022** to the conference registration site. If proof of vaccination is not provided by this time, then convening and lodging registration will be canceled. For those who are not completely vaccinated and cannot attend in person, or who prefer not to attend in person, a virtual conference track will be available.
- Attendees must follow relevant guidance provided by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), your local health authority and/or any local rules in Atlanta.
- Attendees must adhere to government-issued travel guidance and all applicable restrictions issued by the region to which they will be traveling and the region from which they are traveling.
- Attendees shall evaluate their own health and that of people with whom you are in close contact within 14 days prior to conference dates.
- Attendees must STAY HOME if they feel ill, experience COVID-19 symptoms, or have been exposed to someone who has tested positive or presumed to be positive with COVID-19 within 14 days prior to the conference dates. In that case, please contact [sjcmeeting@pretrial.org](mailto:sjcmeeting@pretrial.org) to cancel your registration.

### On-Site During the Conference:

- All attendees will be required to wear a mask at all times in public and meeting spaces, except when eating, drinking, or delivering a presentation.
- All attendees will adhere to appropriate social distancing protocols and respect each other's personal space throughout the course of the conference.
- Attendees will respect room capacity limits.
- Hand sanitizer and other sanitation and hygiene products will be distributed to all attendees and made available in meeting and public spaces for attendee use. Attendees are expected to practice everyday preventive actions to help prevent the spread of respiratory viruses.
- If any attendee begins to actively experience COVID-19 symptoms during the conference, they are expected to self-quarantine immediately and contact [sjcmeeting@pretrial.org](mailto:sjcmeeting@pretrial.org) to alert event organizers. Attendees will cooperate with reasonable requests to allow for contact tracing to occur to protect the health and safety of other attendees who might have been in contact with the person with symptoms.

## Assumption of Risk and Waiver of Liability

Our goal is to hold a safe event, but it is not possible to remove all risk. To allow SJC22, provided by Pretrial Justice Institute (PJI), Dan Chu Events, the John D. and Catherine T. MacArthur Foundation to move forward during the pandemic, PJI must advise you of the risks and you must accept them to attend. For and in consideration of the Participant being permitted to participate with the SJC22 hosted by Pretrial Justice Institute, Dan Chu Events, the John D. and Catherine T. MacArthur Foundation (“SJC22”) and its related activities (“Activities”) in Atlanta, Georgia on February 2 – 4, 2022, and by signing this Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement (“Agreement”), Participant acknowledges and agrees as follows:

### ***Warning***

***Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.***

### **Assumption of Risk**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19, and its mutations and variants, is extremely contagious and is believed to spread mainly from person-to-person contact, breathing, coughing, interacting with other individuals, and other methods, including aerosols lingering in the air. Various mutations have been discovered which may be more contagious and the state of medical knowledge is evolving. People reportedly can be infected and show no symptoms and therefore spread COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death which may be reduced or even eliminated in those who have been vaccinated; however, even vaccinated individuals may contract and spread COVID-19. Symptoms may be worse for those with various underlying medical conditions. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.

Although SJC22 will take appropriate preventative measures to reduce the spread of COVID-19 and to ensure that its activities will be conducted using recommended safety protocols, including physical distancing and enhanced disinfecting, SJC22 cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in SJC22 activities. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to participate in SJC22 Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By signing this Agreement, I acknowledge I have read and understand the above warning about COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the SJC22 Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SJC22 employees, other participants, officers, agents, and members of the general public. The SJC22 Activities are of such value to me that I voluntarily accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the SJC22 Activities.

## **Conduct**

By signing this Agreement, I also certify that I will not attend any of the Activities if I become exposed to someone who has contracted COVID-19 within fourteen (14) days prior to travel to the Activities, if I develop any symptoms of illness prior to or during travel to the Activities, or if I develop any symptoms of illness during the Activities. I also agree to comply with all applicable laws, regulations, orders, and policies of the state, city, county, venue(s), and those of SJC22 and will practice clean hygiene during my participation in the Activities to reduce the risk to myself and others of exposure to COVID-19. I voluntarily agree to comply with all safety requirements set forth by SJC22 and the venue for the Activities. My failure to comply with such safety requirements may result in loss of right to participate at or attend the Activities, including but not limited to wearing of face coverings, and clean hygiene. I further agree to self-monitor for signs and symptoms of COVID-19 and, if I experience any such symptoms, agree to discontinue my participation in the Activities immediately and seek appropriate medical attention. I also agree not to attend the Activities if I have been diagnosed with COVID-19 or am experiencing COVID-19 symptoms, identified by the CDC at CDC.gov, including, but not limited to, fever, cough, and shortness of breath, within the fourteen (14) days prior to the first day of the Activities. Should I fall ill with COVID-19 I agree to notify PJI, and I understand that other attendees may be notified of a potential exposure. I agree to cooperate with requests from local health officials regarding contact tracing protocols.

## **Waiver of Liability/Lawsuit**

I further acknowledge that there may be risks and dangers not known to me or SJC22 or not reasonably foreseeable at this time. I acknowledge that there are risks and uncertainties inherent in participating, including but not limited to illness, death and/or and damage to person or property due to the negligent acts or omissions of SJC22 and/or others. These risks may be caused by my negligence or the negligence or inaction of others, including the "Releasees" (defined below). I acknowledge, understand and agree that all the risks and dangers described throughout this Agreement, including those caused by my own negligence and/or others, are included within the waiver and release. I acknowledge, understand and assume the risks, if any, arising from the conditions and use of any locations for the Activities and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this Agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, if any, of Releasees.

On behalf of myself, my dependents, heirs, executors, administrators and assigns, I waive, release and relinquish, discharge and covenant not to sue by Pretrial Justice Institute, Dan Chu Events, the John D. and Catherine T. MacArthur Foundation, its officers, directors, employees, affiliates, and agents (all referred to together as SJC22) and Releasees (defined below) from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the Activities, arising out of participation in Activities, whenever or however they occur and for such period said Activities may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of Releasees or third parties, including but not limited to in any way related to COVID-19 and whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that if I am exposed or infected by COVID-19 during my participation in Activities or any travel related thereto, then I may be found by a court of law to have waived my right to maintain a lawsuit against SJC22 and the Releasees on the basis of any claim for negligence.

I further understand that SJC22 does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of SJC22 in the event of injury, illness, or medical expenses incurred by me.

In the event that I file a lawsuit against SJC22, the substantive law of Georgia shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the jurisdiction and venue of any state or federal court located within the State of Georgia. Notwithstanding any other term of this Agreement, in no event shall any liability of the Releasees exceed the amount actually paid for the Activities or One Hundred Dollars (\$100), whichever is greater.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

"Releasees" include Pretrial Justice Institute, Dan Chu Events, the John D. and Catherine T. MacArthur Foundation and its officers, directors, employees, affiliates, partners, event hosts, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents, and employees.

I acknowledge that I have not relied upon any representations of SJC22 and understand these waivers and releases are necessary to allow SJC22 to offer Activities to me.

**I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms. I understand I have given up substantial rights by signing it, that the terms and conditions are contractual and not a mere recital and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.**

In consideration of participating in the Activities, by signing this form, I acknowledge that I agree to all of the above statements.

By signing electronically, I express my understanding and intent to enter into this Agreement willingly and voluntarily.

By checking this box and typing my name below, I am electronically signing the Agreement.