

# OREGON FARRIER ASSOCIATION

## COVID-19 PANDEMIC WARNING, RELEASE OF LIABILITY, & INDEMNITY AGREEMENT

For and in consideration of the Oregon Farrier Association (“OFA”) allowing me, the undersigned, to attend the OFA’s annual convention (“Convention”), I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this agreement (“Agreement”):

I understand that COVID-19 is a highly contagious and potentially lethal virus for which there is currently limited testing, no vaccine, and no known cure. I understand that the most common symptoms of COVID-19 are fever (100 degrees and over), cough, and difficulty breathing, and that some reports also indicate that individuals may have loss of smelling and taste if they have contracted COVID-19. I understand that COVID-19 can impact anyone of any age and of any fitness level, regardless of any underlying health issues, and that it may cause long-term or even permanent physical injury or death. I understand that people can be asymptomatic (not have any symptoms of COVID-19), but still carry the virus. I understand that if I have ANY symptoms or are exposed to anyone with symptoms or who has been diagnosed with the virus, that it is critical that I report this information to OFA immediately and that I not attend the Convention. ***If I am in doubt about whether I am sick with COVID-19 or any other illness, I will err on the side of caution and not attend the Convention.*** I understand that by my presence at the Convention, I am risking my own exposure to COVID-19 and that I may expose others to COVID-19 if I am infected with the virus.

As a condition of my presence at the Convention, I acknowledge that I am responsible for complying, and hereby agree to comply, with the following safety procedures and protocols:

- Staying at least 6 feet away from anyone whenever possible while attending the Convention
- Wearing a mask while attending the Convention whenever I am within six feet (6’) of anyone
- Washing my hands for 20 seconds with soap and water before I arrive at the Convention
- Washing my hands again for 20 seconds with soap and water immediately upon arriving at the Convention
- Checking in and checking out using the Convention’s exposure log, if applicable
- Practicing good hygiene while attending the Convention – coughing or sneezing into my elbow or a tissue, not touching my eyes, nose or mouth, and wiping down all hard surfaces that I touch with a disinfectant wipe and disposing of such wipes in the trashcan
- Not touching or using any equipment, supplies or other belongings that I do not own
- Not sharing any equipment, supplies, or other belongs with anyone
- Staying out of common spaces without express written permission from Convention personnel
- If I use the bathroom at the Convention’s premises, washing my hands for 20 seconds with soap and water and using paper towels to dry my hands, using a disinfectant wipe to wipe down the sink faucet and open the door handle when I’m done, and depositing the used paper towels and wipes in the trashcan outside the bathroom door

**I UNDERSTAND THAT THE OFA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, OR ANY OF THEM, ARE REFERRED TO HEREINAFTER COLLECTIVELY AS THE “RELEASED PARTIES.”**

**I UNDERSTAND THAT AS A CONDITION OF MY ATTENDANCE AT THE CONVENTION, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK THAT MAY RESULT THEREFROM, INCLUDING BUT NOT LIMITED TO THE RISK OF EXPOSURE TO COVID-19 AND MY TRANSMISSION OF COVID-19 TO OTHERS.**

**I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVES, HEIRS, AND ASSIGNS, TO BRING OR MAINTAIN ANY ACTION AGAINST**

**OR RECOVER FROM THE RELEASED PARTIES FOR ANY INJURY TO ME, WHETHER KNOWN OR UNKNOWN, RESULTING FROM OR ARISING OUT OF MY EXPOSURE TO COVID-19 AND MY TRANSMISSION OF COVID-19 TO OTHERS. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE. THIS AGREEMENT OF RELEASE EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE IF I DID NOT SIGN THIS AGREEMENT OF RELEASE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO RECOVER DAMAGES FROM THE RELEASED PARTIES IN THE EVENT THAT I AM EXPOSED TO COVID-19 OR I TRANSMIT COVID-19 TO OTHERS. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED, AND HAD AN OPPORTUNITY, TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.**

I agree that my execution of this Agreement is binding upon me and/or my representatives, heirs, and assigns, and that the Released Parties shall not be liable for my exposure to COVID-19 or my transmission of COVID-19 to others. I agree that this Agreement shall be construed in accordance with Oregon law. I agree that if there is any dispute arising out of or in any way related to this Agreement, including but not limited to any and all disputes to enforce or determine the parties' rights or duties arising out of the terms hereof, such dispute shall be brought in Clackamas County Circuit Court, Oregon. **I agree to waive the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.**

I agree to indemnify, defend, and hold harmless the Released Parties for: (a) any and all injury to me or my death resulting from or arising out of my exposure to COVID-19; and (b) any and all injuries or death sustained or suffered by any third parties (i.e., people who are not parties to this agreement, including but not limited to, my children, family members, friends, guests, etc.) as a result of, arising out of, or caused by, directly or indirectly, my actions, including but not limited to my transmission of COVID-19 to others.

I intend this Agreement to be as broad and inclusive as permitted under Oregon law. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this Agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect.

I ACKNOWLEDGE AND REPRESENT THAT: (A) I AM AT LEAST 18 YEARS OF AGE, OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS; (B) I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS; (C) THE INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE; AND (D) I HAVE RECEIVED A COPY OF THIS AGREEMENT.

THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED, AND THAT THE ELECTRONIC SIGNATURE ON THIS AGREEMENT IS THE SAME AS A HANDWRITTEN SIGNATURE FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Signature: \_\_\_\_\_