

## 2021 NWRA WASHINGTON STATE WATER TOUR WAIVER & ACKNOWLEDGEMENT

I agree to participate in the National Water Resources Association ("NWRA") Washington State Water Tour ("Tour") to be held on or about August 10, 2021, through August 13, 2021, starting and ending in Spokane, Washington. In consideration of the acceptance of my application to participate in the Tour, I agree to the following:

**1. WAIVER.** I agree to waive and release all claims against the NWRA, its Tour attendees, board members, agents, and contractors, for any injury, damages, or expenses of any kind, whether for claims of negligence, tort, contract, or otherwise, including, but not limited to attorney's fees, claims related to any injury, loss, damage, accident, delay, or other expense arising from any activity relating to the Tour, including any such damages relating to the use of any vehicle, war, terrorist act, weather, sickness (including, but not limited to COVID-19), quarantine, government restrictions or regulations, or arising from any act or omission of any transportation carrier, hotel, restaurant or any other agency, company, or individual; except that nothing herein shall limit the NWRA's liability for damages which are a direct result of gross negligence or willful misconduct of the NWRA, its board members, agents, and contractors.

**2. INDEMNIFICATION.** I agree to indemnify, defend, and hold harmless the NWRA, its board members, agents, and contractors, regarding any financial obligations or liabilities that I may personally incur, and/or for any damage or injury to others I may cause while participating in the Tour.

**3. COVID-19 ACKNOWLEDGEMENT.** I agree to follow the Washington State's current guidelines and recommendations (<https://www.doh.wa.gov/Emergencies/COVID19>) for reduction of the spread of COVID-19. I agree to follow local government COVID-19 guidelines and the COVID-19 guidelines of businesses, venues, or agencies visited as a part of the Tour. The NWRA reserves the right to revoke the registration of any guest who fails to comply with the above.

I understand that regardless of these precautions, there is always a risk of exposure to the novel coronavirus in traveling, being in close contact with other individuals, and/or visiting any public location. I understand that COVID-19 may cause severe illness, up to and including death, and that this risk exists for all individuals, but is increased for individuals with certain preexisting medical conditions, including, but not limited to people who are immunocompromised and people who are 65 years old and older. By attending the Tour, I voluntarily assume all risk associated with exposure to the novel coronavirus and/or contraction of COVID-19.

**4. FINANCIAL RESPONSIBILITY.** In the event I need medical treatment during the Tour, or any events incidental to the Tour, I agree to be financially responsible for any costs incurred as a result of such treatment.

I have read this document and understand the legal consequences of this document, including, but not limited to: (1) indemnifying and releasing the NWRA its board members, agents, and contractors, from all liability and (2) waiving my right to sue the NWRA, its Tour attendees, board members, agents, and contractors, except in instances of the NWRA's gross negligence or willful misconduct.