ACM COVID-19 DISCLOSURE & LIABILITY WAIVER

The Association for Computing Machinery (“ACM”) requires that any attendee or volunteer at [SIGMOD/PODS 2021] (the “Event”) review the following material on COVID-19 prior to attending the Event.

COVID-19 Safety Information

COVID-19 has been declared a worldwide pandemic by the World Health Organization. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. ACM urges each Event attendee or volunteer to review the Event venue’s safety protocols, should they be available, in advance of deciding whether to attend the Event. ACM cannot guarantee that its participants, volunteers, partners, or any others in attendance will not become infected with COVID-19.

Obligation to Comply with COVID-19 Safety Measures

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend the Event. By attending the Event you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past 14 days have experienced any symptoms associated with COVID-19, including fever, cough, and shortness of breath, among others; or

2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19; or

3. Individuals who have been diagnosed 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.

Additionally, if you traveled to the Event (or have traveled at any point in the past 14 days), either internationally or domestically, you must review and comply with all international, state, and local travel requirements. You are responsible for reviewing and complying with these travel requirements.

Duty to Self-Monitor

Participants and volunteers at the Event agree to self-monitor for signs and symptoms of COVID-19 and, contact ACM at conferencestaff@acm.org if you are diagnosed with COVID-19 within 14 days after participating or volunteering at the Event.

Liability Waiver and Release of Claims

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or attendance at this Event and I willingly engage in this Event.
In connection with the exposure, infection, and/or spread of COVID-19 at the Event, I hereby forever release, waive and discharge any and all liability, claims, and demands of whatever kind or nature against ACM and its affiliated partners and sponsors, including in each case, without limitation, its and their directors, officers, employees, volunteers and agents (the “Released Parties”), either in law or in equity, to the fullest extent permissible by law. This waiver includes damages or losses caused by the negligence, fault or conduct of any kind on the part of the Released Parties. This waiver includes, but is not limited to, death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed representatives may hereinafter accrue on my behalf, which arise or may hereafter arise from my participation in the Event.

**Assumption of the Risk**

I acknowledge and understand the following:

1. Participation in this 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 does exist; and

2. I hereby knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the responsibility of reviewing the Event venue’s safety protocols before deciding whether to attend the Event and acknowledge that the decision of whether to attend the Event is solely mine; and

4. I hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm, and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties; and

5. I hereby knowingly assume the risk of any COVID-19 related travel costs I may incur in connection with attendance at the Event, including, but not limited to, the costs associated with any mandatory quarantine regulations, cancelled travel, etc.

**Choice of Law and Forum**

I understand that the law of the State of New York will apply to this agreement and that the exclusive venue for any dispute arising out of this agreement shall be the State or Federal courts in New York.
**Acceptance of Waiver**

By checking the box below I agree that I have carefully read and fully understand all provisions of this release and waive my rights concerning liability as described above.

[ ] Accept