

COVID-19 Liability Waiver and Release of Claims

Mortgage Bankers Association (“MBA”) events held in person, whether at an MBA location or an MBA-provided venue, will follow then-current applicable federal, state, and local laws, rules and regulations relating to COVID-19, as well as venue-specific requirements. However, MBA cannot guarantee that its event participants, volunteers, partners, or others in attendance will not become infected with COVID-19 as a result of attending an MBA event. As a participant, you are expected to comply with posted protocols. Failure to comply may result in removal from, or denial of access to, the MBA event without a refund of registration fees, and/or disqualification from attendance at future events.

By registering for an MBA in-person event, you are agreeing, on behalf of yourself and all others for whom you are registering, to this COVID-19 LIABILITY WAIVER AND RELEASE OF CLAIMS, including the Risk Acknowledgement and Assumption for the Current Event found below.

RISK ACKNOWLEDGEMENT AND ASSUMPTION FOR CURRENT EVENT

I acknowledge that I derive a benefit by virtue of my in person participation at this MBA event (the “Event”), and I am willingly engaging in this Event. I further acknowledge and understand the following:

1. Participation 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;
2. I 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 (defined below); and
3. I hereby knowingly assume the risk of harm and loss associated with the Event, including any harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

As a participant in the Event, I acknowledge that my participation at this Event or any MBA event is voluntary. By attending, I acknowledge and assume all risks associated with my participation and/or attendance at the Event, and I agree that: (a) MBA, (b) the property or site owner of the Event, and (c) all affiliates, successors, assigns, employees, volunteers, vendors, sponsors, exhibitors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the “Released Parties”), will not be responsible for any personal injury (including death) or other loss suffered as a result of my participation in, attendance at, and/or observation of the Event. BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, I UNDERSTAND THAT I AM DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW AS SET FORTH IN MORE DETAIL IMMEDIATELY BELOW.

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE RELEASED PARTIES, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT 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 OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN THE EVENT.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I agree that if I experience any COVID-19 symptoms prior to the Event, I will not attend. I further agree that if I experience any COVID-19 symptoms during the Event, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED AT THE EVENT.