

EXPRESS WAIVER OF LIABILITY AND AGREEMENT

By registering for and attending the BOMA Greater Dallas Event at the Event Facility premises (the “Activities”), I hereby acknowledge and agree to the following pursuant to this Express Waiver of Liability and Agreement (the “Agreement”):

I understand the hazards associated with the diseases and conditions (“COVID-19”) caused by the novel coronavirus SARS-CoV-2, or any mutations or similar viruses, and am familiar with the Center for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day, and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updated guidelines, as well as the most recent guidelines and legal requirements related thereto.

Notwithstanding the health risks, which could lead to my death or serious illness associated with COVID-19, which I readily assume and acknowledge, I hereby willingly choose to participate in the Activities and agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious disease, including COVID-19 and the requirements for participation in the Activities as set forth by the Event Facility or BOMA. I understand that my failure to abide by these requirements will result in my being denied entry to the Event Facility or continued participation in the Activities, and if I am denied entry or participation, I forfeit all registration fees.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities. Accordingly, I (for myself and on behalf of all of my heirs, successors, assigns, any minor children from whom I have the capacity over, and all of my legal representatives), hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY, DEFEND AND COVENANT NOT TO SUE BOMA, the Event Facility, their respective owners, officers, directors, members, affiliates, sponsors, agents, employees, successors and assigns, and anyone else claiming by, through, or under them (collectively, the “Releasees”) from any and all claims, losses, expenses (including, without limitation, attorneys’ fees, costs and disbursements) damages, sickness, death, bodily injury, or liability related to, in connection with, or arising out of, in any way, directly or indirectly to COVID-19 which might occur as a result my being on the premises and/or participating in the Activities, whether or not an action is brought arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury which are brought by through or under me (collectively, “Claims”) **EVEN THOUGH SUCH CLAIMS ARE CAUSED BY OR ALLEGED TO BE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASEES.**

It is my express intent that this Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, HOLD HARMLESS AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE the Releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Texas. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS NOT A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN REGISTERING FOR AND PARTICIPATING IN THE ACTIVITIES, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and agree to it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I agree to this Agreement for full, adequate and complete consideration fully intending to be bound by same.