

BUILDING OWNERS' AND MANAGERS' ASSOCIATION OF INDPLS.
(2020 Indiana)

**Waiver, Release of Liability, Indemnification,
Verification, and Consent to Medical Attention**

In exchange for the BUILDING OWNERS' AND MANAGERS ASSOCIATION OF INDPLS. ("BOMA") allowing me to participate in or serve as a volunteer or vendor in connection with the events described below in Paragraph 1 (the "Event"), I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound as follows:

1. Event Description, Location, and Dates.

ST MARY'S DAY OF SERVICE – Gilliatte Building, Indianapolis, IN, July 30, 2020

INDY PARKS CLEANUP – Location TBA, Indianapolis, IN, August 13, 2020

BOMA TRADE SHOW – Crane Bay Event Center, Indianapolis, IN, September 17, 2020

BOMA GOLF OUTING – Highland Golf Club, Indianapolis, IN, October 15, 2020.

2. Voluntary Participation. I understand and confirm that my participation in the Event and my service as a participant, volunteer and/or vendor in connection with the Event is voluntary.

3. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in the Event. I understand that my participation in the Event and my service as a participant, volunteer and/or vendor in connection with the Event may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death and **may include the risk of exposure to COVID-19 (novel coronavirus)**. There also may be other risks not known to BOMA and not reasonably foreseeable at this time. I further understand that some of the premises, facilities, and equipment used in connection with the Event are not owned, maintained, or controlled by BOMA, but rather by the premises' owners (the "Premises Owners"). I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address **all** of the risks of any kind associated with my participation or service as a participant, volunteer and/or vendor in **any aspect** of the Event, **including, particularly, such risks created by actions, inactions, or negligence** on the part of BOMA or its directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the "Representatives"), including, **but not limited to**, risks created by the following: (a) **the risk of exposure to COVID-19 (novel coronavirus)**; (b) my physical, emotional, and psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations and/or discomfort of others; (d) the use and/or condition of the premises on which the Event occurs; (e) the lack or inadequacy of policies, rules, or regulations with respect to the Event; (f) the failure of BOMA or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (g) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (h) the lack or inadequacy of supervision by BOMA or its Representatives.

4. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Event or service as a participant, volunteer and/or vendor in connection with the Event, **including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus)**. I accept personal responsibility for any liability, injury, loss, or

damage in any way connected with my participation in the Event or my service as a participant, volunteer and/or vendor in connection with the Event, **including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus).**

5. Release and Waiver. I fully and knowingly release BOMA and its Representatives from any and all liability and waive any and all claims, for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Event or my service as a participant, volunteer and/or vendor in connection with the Event, **even if caused in whole or in part by the negligent acts or omissions or other misconduct** of BOMA or any of its Representatives, **including, but not limited to, risks associated with exposure to COVID-19 (novel coronavirus)** (a "Claim").

6. Indemnification. I agree to indemnify and to hold harmless BOMA and its Representatives and the Premises Owners from any Claim, or any expense, including reasonable attorneys' fees for BOMA'S legal counsel of choice, in any way connected with a Claim, including the cost of defending any Claim released or waived by this instrument that I, or any member of my family, might make, or that might be made on my behalf or on behalf of any member of my family.

7. Binding Effect. This instrument shall be binding upon me, my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of BOMA and its Representatives.

8. Consent to Medical Treatment. I authorize BOMA and its Representatives, and the Premises Owners, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Event or my service as a participant, volunteer and/or vendor in connection with the Event. This consent does not impose a duty upon BOMA or its Representatives, or upon the Premises Owners, to provide such assistance, transportation, or services.

9. BOMA Policies and Exposure Notice. **I agree to abide by any policies and procedures established by BOMA for participation in the Event, including policies and safety measures intended to mitigate exposure to COVID-19 (novel coronavirus). Moreover, I agree to notify BOMA immediately if I learn that I have, or may have been exposed to, or diagnosed with, COVID-19 (novel coronavirus), and that I will immediately cease my participation as a participant, volunteer and/or vendor in the Event upon receiving such information.**

10. Severability. If any provision or portion of any provision of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

11. Applicable Law. Because BOMA is an Indiana nonprofit corporation and domiciled in the State of Indiana, and in order to provide certainty in the law to be applied in the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

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