

## **National Association of REALTORS® Waiver and Release of Claims**

You desire to and willingly participate in the 2024 GAD Institute (“NAR Event”) hosted by the National Association of REALTORS®, an Illinois not-for-profit corporation (“NAR”) at 430 North Michigan Avenue, Chicago, Illinois 60611. In consideration of being permitted to attend and participate in the NAR Event, and in recognition of NAR’s reliance hereon, you agree to the terms and conditions set forth in this agreement (“Release”).

You are aware of the contagious nature of communicable diseases, (collectively, “Disease”), and of the risk that you may be exposed to or contract Disease through your attendance at the NAR Event. You understand that while NAR has implemented measures to reduce the risks associated with the NAR Event and the spread of Disease, you understand that NAR cannot guarantee that you will not be exposed or become infected with Disease by attending the NAR Event.

### **ASSUMPTION OF RISK**

NOTWITHSTANDING THE AFOREMENTIONED RISKS, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE NAR EVENT WITH KNOWLEDGE OF THE DANGERS INVOLVED AND THAT YOUR ATTENDANCE INCLUDES THE POSSIBILITY OF EXPOSURE TO AND ILLNESS FROM DISEASE. YOU HEREBY KNOWINGLY AND FREELY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, HARM, AND ECONOMIC LOSS ASSOCIATED WITH OR ARISING FROM YOUR ATTENDANCE AT THE NAR EVENT, WHETHER CAUSED BY THE NEGLIGENCE OR CONDUCT OF NAR OR ANY RELEASEE HEREUNDER.

### **RELEASE AND WAIVER**

YOU HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE NOW KNOWN OR HEREAFTER KNOWN, AGAINST NAR, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, “RELEASEES”), EITHER IN LAW OR EQUITY, AND THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE 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 RELEASEES, INCLUDING BUT NOT LIMITED TO ILLNESS, DISABILITY, DEATH, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE TO PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO YOUR PARTICIPATION IN AND ATTENDANCE AT THE NAR EVENT, WHETHER CAUSED BY OR ARISING OUT OF THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND OF NAR OR ANY RELEASEES. YOU COVENANT NOT TO MAKE OR BRING ANY CLAIM YOU, YOUR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVE, MAY HAVE OR WHICH MAY HERINAFTER ACCRUE ON YOUR BEHALF AGAINST NAR OR ANY RELEASEE, AND FOREVER RELEASE AND DISCHARGE NAR AND ALL RELEASEES FROM LIABILITY FOR SUCH CLAIMS.

### **MEDICAL ACKNOWLEDGEMENT AND RELEASE**

You confirm and agree that: a) you will not attend the NAR Event if you are experiencing any symptoms of Disease, have a confirmed or suspected case of Disease, or if you are required to quarantine in accordance with CDC or locally-applicable guidelines; b) you will comply with all applicable federal, state, and local laws, orders, guidelines and directives; c) you will comply with all safety protocols imposed by NAR at all times during the NAR Event; d) you will immediately cease participation in the NAR Event if you become ill or begin experiencing any symptoms of Disease.

YOU HEREBY CONSENT TO RECEIVE ANY MEDICAL TREATMENT DEEMED NECESSARY IF YOU ARE INJURED OR REQUIRE MEDICAL ATTENTION DURING YOUR PARTICIPATION IN THE NAR EVENT. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION AND/OR EVACUATION. YOU HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS NAR AND THE RELEASEES FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES RENDERED IN CONNECTION WITH YOUR PARTICIPATION IN THE NAR EVENT.

#### INDEMNIFICATION

You agree to indemnify and hold harmless NAR and all other Releasees against any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities, and expenses of whatever kind, including attorney fees, brought as a result of my participation in the NAR Event and Disease.

This Release constitutes the sole and entire agreement of NAR and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of NAR and the Releasees and me. All matters arising out of or relating to this Release will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Cook County, Illinois and you hereby consent to the exclusive jurisdiction of such courts.

BY ATTENDING AND/OR PARTICIPATING IN THE NAR EVENT, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASEES TO THE FULLEST EXTENT PERMITTED BY LAW. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE NAR AND THE RELEASEES.