

COVID-19 Certification, Acknowledgement, and Liability Waiver

COVID-19 is an extremely contagious disease and is spread mainly from person-to-person contact. By participating in any in-person JACL event (“Event”) at the event location (“Premises”), you agree to the following:

- You recognize that an inherent risk of exposure to COVID-19 exists in any public place where people are present, and that COVID-19 is an extremely contagious disease that may cause severe illness and/or death. You recognize that JACL has put in place preventative measures to reduce the spread of COVID-19. Even so, JACL cannot guarantee that participants in attendance at the Event will not be infected with COVID-19. Thus, you acknowledge that your participation in the Event is voluntary and you assume all risks and responsibility associated with attending the Event, including the risk of contracting COVID-19. You have chosen to participate and do so voluntarily and of your free will.
- You will follow all national and local government guidance and all posted instructions related to COVID-19 precautions (including but not limited to, mask-wearing, handwashing, and social distancing) at the Premises for the entire duration of the Event. You understand that failure to abide by such guidance and instructions are grounds to be excluded from the Event by JACL or denial of access to event space by management of the premises, and that you agree in advance to leave the Event and the Premises, upon request by JACL (without protest or refund) due to your refusal to follow said protocols.
- **You certify that you will be fully vaccinated and up to date on vaccination for COVID-19 by the time of travel to the Event, and you consent to participate in the Event even though other individuals (other hotel guests, guest speakers, general population) on the Premises may not be fully vaccinated. “Fully vaccinated” means two weeks after the second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or two weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine and one or more booster shots as eligible. An individual is deemed “up to date” with their COVID-19 vaccination if they are both “fully vaccinated” and have received one booster when eligible.**
- By attending the Event, you affirmatively represent that in the 14 days leading up to the Event, you have not: experienced any symptoms associated with COVID-19 (including but not limited to cough, fever, and shortness of breath); encountered a confirmed or suspected case of COVID-19; and, you have not been diagnosed with COVID-19. If any of the foregoing are true, you agree that you will not attend the Event.
- As a condition of your participation in the Event, you expressly waive any rights against JACL, and release and hold harmless JACL and any of its officers, employees, directors, affiliates, contractors, agents, volunteers, subsidiaries, legal successors and assigns (collectively, the “Releasees”) from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind of nature under any theory of law or equity, which may arise during or as a result of your presence at the Premises and/or attendance at the Event, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 and/or any complications, symptoms, or other consequences from contracting COVID-19. You agree to defend, indemnify, and hold JACL and the other Releasees harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of any kind, including attorney’s fees and other fees and/or costs associated with enforcing any right to indemnification pursuant hereto, arising out of or relating in any way from any claim by any person or entity related to the Event and/or your presence on the Premises with respect to the Event.

YOU EXPRESSLY STATE THAT YOU UNDERSTAND, AND IT IS YOUR EXPRESS INTENT TO RELEASE, WAIVE AND FOREVER DISCHARGE THE RELEASEES FROM ANY AND ALL LIABILITY RELATING IN ANY WAY TO THE EVENT (EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF THE RELEASEES OR ANY THIRD PARTY), INCLUDING WITH RESPECT TO ANY CLAIMS THAT YOU, YOUR HEIRS, YOUR ASSIGNEES, YOUR NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON YOUR BEHALF.

YOU ALSO UNDERSTAND AND AGREE THAT JAACL DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS IN ANY WAY CONNECTED TO THE EVENT. IF YOU AND/OR ANYONE RELATED TO YOU IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF YOUR PARTICIPATION IN THE EVENT, YOU AGREE TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE RELEASEES IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

* Please certify your response below.

- Yes, I certify the above vaccination statement and I acknowledge, accept, and agree to the liability waiver.
- Yes, I acknowledge, accept, and agree to the liability waiver, but I require a religious or medical accommodation from the vaccine requirement. I will provide a negative PCR test result taken no earlier than Monday, August 1, 2022 and will take a rapid antigen test upon arrival at convention.
- Not applicable as I am attending the Convention virtually.