

TASP 2021 LIABILITY WAIVER

In addition to any other releases or waivers provided to the Texas Association of School Psychologists (“TASP”), whether or not associated with attendance at the 2021 TASP Annual Fall Convention (“the Convention”), this Liability Waiver pertains to all injuries or illnesses that may be suffered, contracted, or exacerbated as a direct or indirect result of attendance at the Convention. This Liability Waiver expressly includes but is not limited to all health conditions related to COVID-19 and its variants. As an essential element of consideration for being allowed to attend and/or participate in the 2021 TASP Annual Fall Convention, I agree as follows:

- I agree to follow all safety and/or health-related policies or procedures announced by TASP before or during the Convention, whether expressed orally or in writing, including but not limited to measures intended to protect Convention participants from the effects of COVID-19.
- I understand and agree that TASP’s safety policies may include wearing a mask at some or all Convention events, social distancing from other Convention participants, use of sanitizers, and other personal hygiene recommendations in the sole discretion of TASP.
- I understand and agree that TASP has the sole discretion to remove me from the Convention and/or have my membership revoked if I do not comply with any safety policies announced or requested by any authorized representative of TASP, whether expressed orally or in writing.
- I understand and agree that I am solely responsible for knowledge and protection of my personal health status, including but not limited to food allergies, mobility impairment, a compromised immune system, higher-than-average vulnerability to airborne viruses, etc.
- I understand and agree that I am responsible for monitoring my surroundings for any conditions that I consider to be unsafe, removing myself from any unsafe situation, and promptly notifying TASP of any condition that I consider to be unsafe for myself or others at the Convention.
- I will not participate in any Convention event at any time when I may increase the health risk to myself or other Convention participants, including any time when I am experiencing one or more of the following known symptoms of COVID-19: respiratory difficulty (such as dry cough or shortness of breath), a fever of 100.4 degrees or higher, sore throat, chills, body fatigue, body aches, muscle aches, headache, recent loss of taste or smell, congestion, runny nose, diarrhea, vomiting, and/or nausea.
- I understand and agree that, despite the Safety Policies, TASP cannot completely eliminate the risk that a Convention participant may suffer injury or illness, including but not

limited to those related to COVID-19 and its variants. Accordingly, I fully agree to voluntarily assume all personal risks posed by attendance at the Convention, including but not limited to property damage, property loss, personal injury (including mental or physical), illness, disease, and/or death.

- I understand my legal rights and hereby voluntarily agree to now fully RELEASE, WAIVE, AND DISCHARGE all rights to obtain any damages or compensation against TASP (including but not limited to TASP's directors, advisors, volunteers, staff, employees, and authorized representatives), for any and all demands, claims, lawsuits, and/or other legal proceedings for the recovery of any damage, loss, liability, cost, or expense (including but not limited to medical expenses, court costs, and attorney's fees), arising from or related to any cause whatsoever (including but not limited to participation in the Convention and/or any injury or illness related to COVID-19 and its variants), and regardless of whether such cause was foreseeable or attributable to a negligent act or omission of TASP (including but not limited to TASP's directors, advisors, volunteers, staff, employees, or authorized representatives).
- I have read, considered, and now fully understand this Liability Waiver and, as a result, I expressly intend that this Liability Waiver be fully binding and legally enforceable upon me, my family, estate, heirs, and legal representatives of any kind. If any portion of this Liability Waiver is deemed unenforceable by a court or other authority with jurisdiction, then that portion shall be severed, and the remainder of this Liability Waiver shall remain enforceable to the fullest lawful extent.