



PITTCON[®]
CONFERENCE & EXPO

Pittcon 2022 – Atlanta, GA – March 5-9, 2022

COVID-19 WAIVER

IMPORTANT COVID-19 ASSUMPTION OF RISK & RELEASE OF CLAIMS LIABILITY WAIVER. PLEASE READ THIS WAIVER CAREFULLY – The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, certain federal, state, and local governments and health agencies recommend social distancing and have, in many locations, limited or restricted the numbers of people that may gather together. Although The Pittsburgh Conference on Analytical Chemistry and Applied Spectroscopy, a Pennsylvania non-profit corporation (“Pittcon”) will have in place preventative and protective measures to reduce the spread of COVID-19, not every preventative and protective measure may meet your personal standards or beliefs. By registering for, attending and willfully participating without duress at any trade show, social gathering, lecture, seminar, workshop or other event produced or sponsored by Pittcon (a “Pittcon Event”), you choose to personally accept the risk of public gatherings and the associated hazards of communicable viruses and diseases, including but not limited to, COVID-19.

None of Pittcon nor its participating partners, suppliers, and/or vendors can protect you against, and none of them guarantee you will not be exposed to, contract, or spread COVID-19 or any other communicable disease or virus while attending, participating, or choosing to take part in a Pittcon Event. Additionally, it is not possible to guarantee against the presence of COVID-19 at a Pittcon Event. Therefore, if you choose to participate and/or enter onto the premises or venue where a Pittcon Event is held, is you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK AND INDEMNIFICATION: I have read, understood and acknowledge the warnings concerning COVID-19, as set forth above. I hereby choose to accept the associated risks on my own behalf, and voluntarily assume the risk that I may be exposed to or infected with COVID-19 by attending a Pittcon Event and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I also accept and understand the risk that I may be exposed to or infected with COVID-19 (or any other infectious diseases) by my direct or indirect actions involving my participation with a Pittcon Event, including but not limited to exposure through food and drink, unsanitary or negligent equipment or hygiene, technical and/or architectural conditions that may create an increase in exposure and/or risk. Attendance at and participation in a Pittcon Event are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend and participate, in-person, at a Pittcon Event. I hereby agree to indemnify and hold harmless Pittcon, its shareholders, members, directors, officers, managers, officials, trustees, employees, volunteers, agents, and each of them, from any and all loss, liability, damages, injuries, or costs whatsoever, including but not limited to reasonable attorneys’ fees, they may incur, whether caused by the negligence, active or passive, or otherwise arising out of or resulting from, directly or indirectly, my participation in Pittcon Event.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release, waive, discharge and promise not to sue Pittcon and its shareholders, members, officers, directors, managers, officials, trustees, agents, employees, agents, or any other Pittcon representatives in connection with loss, liability, damage, injury, claim, cost or expense of any kind or nature, including but not limited to my exposure, infection, and/or spread of COVID-19 or any other infectious diseases or viruses, incurred because of my attendance at any Pittcon Event. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

THE PITTSBURGH CONFERENCE (PITTCON) MODIFICATION OF CONFERENCE FORMAT: If Pittcon determines, in its sole discretion, that the in-person event cannot be held as planned due to reasons of force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, governmental regulation or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies or similar infectious diseases, curtailment of transportation facilities, strikes, labor stoppages or slowdowns, or other occurrences beyond the control of Pittcon (collectively, a "Force Majeure Event"), Pittcon may, at in its sole and absolute election upon determination of a Force Majeure Event, either refund the Exhibitor's deposit or exchange the Exhibitor in-person package or sponsorship purchased by Exhibitor for the equivalent virtual exhibitor package or sponsorship. For the avoidance of doubt, any determination by Pittcon to conduct all or a portion of the event virtually shall not be deemed a cancellation of the event by Pittcon, and Pittcon shall have the absolute right to modify the format of event in its reasonable discretion.

BY REGISTERING FOR THIS EVENT, EXHIBITOR CONFIRMS AND STATES THAT ITS AUTHORIZED SIGNER HAS CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND EXHIBITOR FREELY AND KNOWINGLY ASSUMES THE RISKS AND WAIVE ITS RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. EXHIBITOR IS AWARE THAT BY AGREEING TO THIS AGREEMENT IT IS GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PITTCON, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY PITTCON EVENT AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. EXHIBITOR UNDERSTANDS THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.