

EVENT ATTENDEE WAIVER AND RELEASE OF LIABILITY FORM

Avaya and the International Avaya User Group (IAUG) continue to monitor federal, state and local regulatory requirements and Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-related restrictions and requirements. The safety and well-being of our employees, customers, and partners are our top priorities and based on the regulations and guidance in effect at the time of the event, we will be implementing best practices aimed at managing the spread of COVID-19.

Avaya, IAUG, and the venue have put in place preventative measures to reduce the spread of the COVID-19 virus. However, under no circumstances, are Avaya and IAUG able to guarantee that you will not come in close contact with someone who has tested positive or become infected with COVID-19 while attending Avaya ENGAGE 2021.

Adherence to Avaya's and IAUG's event policy and guidelines will be continuously monitored and enforced by Avaya and IAUG staff. We ask that you review this Release and sign as a confirmation of your intent and commitment to abide by policies put in place to protect Avaya and IAUG employees, customers, and partners.

I acknowledge and represent the following:

- I am not experiencing or exhibiting any COVID-19 related symptoms as outlined by the federal and state Center for Disease Control and Prevention (CDC), including but not limited to fever, dry cough, or shortness of breath.
- I will follow the safety protocols that have been implemented by Avaya and IAUG and posted in the venue building including but not limited to practicing social distancing and wearing a mask if I am unvaccinated.
- I am not aware, nor do I believe, that I have been recently exposed to a person with a positive and confirmed case of COVID-19.
- I may be removed from the event or asked to leave the venue property by Avaya or IAUG employees or venue management should I exhibit any behavior in direct contrast to the required guidelines and safety measures.
- If I have traveled internationally during the last 14 days, I have complied with all applicable COVID-19 related travels restrictions, laws, and regulations.

By signing this Event Attendee Waiver and Release of Liability Form, I acknowledge the contagious and evolving nature of COVID-19 and voluntarily assume the risk that I may be exposed to the virus and become infected as a result.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any expense, liability, illness, injury, disability, or death related to contracting the virus while attending Avaya ENGAGE 2021. I hereby release, covenant not to sue, discharge, and hold harmless Avaya and IAUG from all claims of any kind arising out of exposure or contracting of COVID-19. I understand and agree that release of liability includes any claims towards Avaya, Avaya employees, Avaya representatives, IAUG, and IAUG staff whether a COVID-19 infection occurrence exists before, during, or after attendance and participation at Avaya ENGAGE 2021.

This Event Attendee Waiver and Release of Liability Form shall be governed by and construed under the laws of the State of North Carolina without regard to its choice of law principals.

I agree to be bound by all terms of this Event Attendee Waiver and Release of Liability Form, as indicated by my signature below.

Date: _____

Temperature under 100.4 degree Fahrenheit: **Yes** **No**

Printed Name: _____

Signature: _____

Company: _____

