



RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration of being allowed to participate in any way in the National Pest Management Association’s (NPMA) Academy 2021, I _____ hereby understand and agree to this release of liability, waiver of legal rights and assumption of risk; hereby the following terms:

I acknowledge that NPMA’s Academy 2021 includes competitive physical challenges, competitive athletic events and related recreational challenges, events and activities (“activities”); and I fully understand that the activities involve inherent risks and dangers of damage to personal property and serious bodily injury (some of which I may not fully appreciate), including permanent disability, paralysis, and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of NPMA or others, and assume full responsibility for my participation.

I also understand that while NPMA is taking precautions to provide a safe, clean, healthy environment to the best of their ability, exposure to COVID-19 is still a potential possibility. I am choosing to attend Academy 2021 and abide by all safety protocols put in place by the Westin La Paloma and NPMA. I will not hold NPMA, the Westin La Paloma or their staff and employees, liable should I contract COVID-19 while participating in Academy 2021.

Initial Here _____

I agree that I WILL NOT SUE OR MAKE CLAIM against NPMA for damages or other losses sustained as a result of any damage to personal property, injury, or death, sustained from my participation in Academy 2021 activities. I also agree to INDEMNIFY AND HOLD NPMA HARMLESS from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in Academy 2021 activities by myself.

Initial Here _____

I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NPMA their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event RELEASES, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Initial Here _____

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant’s Signature)

Date