

USB-IF COVID and Infectious Diseases Agreement and Waiver/Release

In relation to my attendance at and participation in the event, USB Developer Days, in Seattle, Washington (USA) (the "Event"), I acknowledge and agree as follows:

Assumption of Risk

I acknowledge that:

- Attendance at and participation in the Event includes possible exposure to and illness from infectious diseases, including without limitation COVID-19.
- Although health and safety protocol may reduce this risk, the risk of serious illness, disability, and death does exist.
- USB-IF cannot guarantee that all other people at or near the Event are taking precautionary measures to mitigate these risks.

I knowingly and freely assume all such risks, known and unknown, in my attendance at or participation in the Event, even if arising from any alleged acts, omissions, or negligence on the part of USB-IF or any of its staff or volunteers or any other event or venue staff or volunteers or other attendees of or participants in the Event (the "Released Parties").

Personal Responsibility

I acknowledge and agree that attendance at and participation in the Event is subject to health and safety protocol that may be put in place by USB-IF, the venue for the Event, or other applicable governmental authorities.

I agree to follow any such health and safety protocol.

Release and Waiver

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE REGARDING ANY AND ALL CLAIMS OR LIABILITY AGAINST USB-IF OR ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, RELATING IN ANY WAY TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY ILLNESS, INJURY, DISABILITY, DEATH, DAMAGE, OR LOSS THAT I MAY EXPERIENCE OR INCUR IN CONNECTION WITH THE EVENT. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS OR LIABILITY BASED ON ANY ALLEGED ACTS, OMISSIONS, OR NEGLIGENCE ON THE PART OF USB-IF OR ANY OF THE RELEASED PARTIES, WHETHER ANY SUCH ILLNESS, INFECTION, INJURY, OR OTHER HARM OR CLAIM OCCURS BEFORE, DURING, OR AFTER THE EVENT.

I HAVE READ THIS USB-IF COVID AND INFECTIOUS DISEASES AGREEMENT AND WAIVER/RELEASE AND FULLY UNDERSTAND ITS TERMS. I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT AND WAIVER/RELEASE IS A MATERIAL TERM IN USB-IF ALLOWING ME TO ATTEND OR PARTICIPATE IN THE EVENT. I ACKNOWLEDGE AND AGREE THAT, BY ATTENDING OR PARTICIPATING IN THE EVENT, I AM GIVING A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.