

SC23 DISCLOSURE & LIABILITY WAIVER

The Association for Computing Machinery (“ACM”) and The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”) (collectively known as the “Sponsors”) require that any attendee or volunteer at SC23 (the “Event”) review the following material on communicable diseases prior to attending the Event.

Health Safety Information

Many communicable diseases can cause serious and potentially life-threatening illness and even death. The Sponsors urge each Event attendee or volunteer to consider their personal risk tolerance before deciding to participate in the Event in person. Sponsors cannot guarantee that its participants, volunteers, partners, or any others in attendance will not become infected with a communicable disease.

Obligation to Comply with Public Health Safety Measures

In light of the ongoing spread of communicable diseases, you agree to comply with all international, state, and local travel requirements related to communicable diseases that may be in place at the time of the Event. You are responsible for reviewing and complying with these travel requirements. By attending the event you certify that you do not fall into the following categories:

1. Individuals who currently or within the past 5 days have experienced any symptoms associated with communicable disease including fever, cough, and shortness of breath, among others; or
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of a communicable disease
3. Individuals who have been diagnosed with communicable disease and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty to Self-Monitor

Participants and volunteers at the Event agree to self-monitor for signs and symptoms of a communicable disease and, contact ACM at conferencestaff@acm.org if you are diagnosed with a communicable disease within 10 days after participating or volunteering at the Event.

Liability Waiver and Release of Claims

I acknowledge that I am voluntarily taking part in the Event and that I willingly engage in this Event.

In connection with the possible exposure, infection, and/or spread of communicable diseases at or in connection with the Event, including all travel to and from, I hereby forever release, waive and discharge any and all liability, claims, and demands of whatever kind or nature against Sponsors and its affiliated partners and sponsors, including in each case, without limitation, its

and their directors, officers, employees, volunteers, members, and agents (the “Released Parties”), either in law or in equity, to the fullest extent permissible by law. This waiver includes damages or losses caused by the negligence, fault or conduct of any kind on the part of the Released Parties. This waiver includes, but is not limited to, death, bodily injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which I, my heirs, assignees, next of kin and/or legally appointed representatives may hereinafter accrue on my behalf, which arise or may hereafter arise from my participation in the Event.

Assumption of the Risk

I acknowledge and understand the following:

1. Participation in this Event includes possible exposure to and illness from communicable diseases. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and
2. I hereby knowingly and freely assume all such risks related to illness and communicable diseases, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the responsibility of reviewing the Event venue’s safety protocols before deciding whether to attend the Event and acknowledge that the decision of whether to attend the Event is solely mine; and
4. I hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm, and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties; and
5. I hereby knowingly assume the risk of any communicable disease related costs I may incur in connection with attendance at the Event, including, but not limited to, the costs associated with any mandatory quarantine regulations, cancelled travel, etc.

Choice of Law and Forum

I understand that the law of the State of New York will apply to this agreement and that the exclusive venue for any dispute arising out of this agreement shall be the State or Federal courts in New York.

Acceptance of Waiver

By signing below, I agree that I have carefully read and fully understand all provisions of this release and waive my rights concerning liability as described above.

Name

Signature