

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in the OLC Innovate 2022 conference (the "**Activity**") conducted by the Online Learning Consortium, Inc., a Massachusetts nonprofit corporation (the "**Company**") located at 6 Liberty Square, Boston, MA, 02109. In consideration of being permitted by the Company to be on the Premises and engage in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware of the highly contagious nature of the 2019 novel coronavirus disease (COVID-19) ("**Disease**") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, and/or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company employees. I understand that while the Company has implemented preventative measures designed to reduce the spread of the Disease, the Company cannot guarantee that I will not become infected with the Disease while on the Premises and that being on the Premises may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Massachusetts law does not permit to be released by agreement.

I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Company while on the Premises:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact OLC at conference@onlinelearning-c.org if any symptoms of COVID-19 are experienced within 14 days after participating or volunteering with OLC.

I agree not to enter the Premises if I am experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.

3. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to the Disease due to my engaging in the Activity or being on the Premises.

4. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Essex County, Massachusetts and I hereby consent to the exclusive jurisdiction of such courts.

First Name

Last Name

Date

Signature