



Waiver and Release of Liability

Activity: Veterinary Meeting Expo (VMX) 2022 - January 15-19, 2022

In consideration for my participation in the activity listed above, (the "Activity") offered, organized, or sponsored by EASTERN STATES VETERINARY ASSOCIATION, INC. d/b/a NAVC, a Florida non-profit corporation ("NAVC"), I, for myself, my heirs, personal representatives, and assigns, do hereby enter into this Waiver and Release of Liability (the "Waiver") as of the date indicated below.

I hereby acknowledge that my participation in the Activity is voluntary and such participation is at my own risk and I am aware of all of the risks associated with my participation in the Activity, including, but not limited to, personal injury, accidents or illnesses (including death), and further acknowledge that specific risks vary from one activity to another. Furthermore, I acknowledge and agree that I am assuming any and all such risks associated with my participation in the Activity. Without limitation of the foregoing, I am participating in the Activity with the full knowledge that it involves tools, materials, substances or activities, which entail some risk of exposure to occupational hazards, pathogens and diseases, and personal injury. I am assuming that risk, agree to adhere to the instructions of instructors and staff, and agree to be responsible for my own safety during my participation in those activities. Personal protective equipment, such as eyewear, gloves and masks, have been provided for my use when required by that particular activity.

A copy of the safety guidelines and relevant Material Safety Data Sheets (MSDS) sheets are available at each facility. In the event I do get injured in connection with my participation in the Activity, I consent to emergency medical care and transportation and to obtain treatment medical as professionals may deem appropriate. This Waiver extends to any liability arising out of or in any way connected with medical treatment and transportation provided in the event of an emergency.

I agree that NAVC is not responsible for any personal item(s) or property that is lost or stolen in connection with my participation in the Activity.

I will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations that are adopted for this Activity. I acknowledge that the Activity reserves the right to exclude or eject any and all unruly, rowdy, or disruptive participant from the Activity and that I shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of my disruptive behavior and/or ejection.

I give my permission to NAVC, and those acting with its permission, the right, license, and permission, in perpetuity, to take, alter, modify, arrange, add to, subtract from, publish, display, post, and use photographs or video of me (collectively, the "Material") in connection with any legal purpose. The foregoing right, license and permission includes without limitation the right to post, publish and display the Material on NAVC's websites or other marketing materials. I understand that I will not be paid for the use of the Material or NAVC's exercise of its rights granted hereunder. I hereby waive any right to inspect or approve any changes or alterations to the Material or the finished photograph, advertising copy, or printed matter that may be used in conjunction with the Material or to the eventual use to which the Material might be applied. I release NAVC, and its officers, employees, directors, agents, affiliates, legal representatives and assigns from any and all claims of harm and liability as a result of any distortion, blurring, or alteration, optical illusion, or use in composite form, either intentionally or otherwise which may occur from making, showing, using or distributing the Material.



I further waive any objection that I may have that NAVC's use of such Material may be defamatory, constitute an invasion of privacy, or otherwise violate any right which I may have in connection with such Material. I hereby waive any right to bring and prosecute an action for defamation, invasion of privacy, right of publicity, or any other action relating to NAVC's use of the Material.

Additionally, in exchange for being allowed to participate in the Activity, I hereby waive, release, absolve, indemnify and agree to hold harmless NAVC and its officers, employees, owners, agents, legal representatives and assigns for any personal injury to myself and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my participation in the Activity. This includes any injuries or damages resulting from the negligence of NAVC, except those injuries or damages which arise from NAVC's gross negligence or willful misconduct.

I AGREE AND ACKNOWLEDGE THAT NAVC (INCLUDING ITS OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, AFFILIATES, LEGAL REPRESENTATIVES AND ASSIGNS) ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY INJURY, LOSS, CLAIM, COST, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE ACTIVITY OR ANY CLAIMS THAT MAY RESULT DIRECTLY OR INDIRECTLY THEREFROM, EVEN IF I HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

This Waiver shall be construed in accordance with the laws of the State of Florida, notwithstanding any principles of conflicts of laws. I hereby agree to the non-exclusive jurisdiction of any federal court situated in the State of Florida, in the County of Orange, with respect to any claim or cause of action arising under or relating to this Waiver, and waive personal service of any and all process upon myself, and consent that all services of process be made by registered or certified mail, return receipt requested, at the address listed in my registration packet, and service so made shall be treated as completed when received. I expressly agree that the waiver and assumption of risks contained in this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge I have carefully read, accepted and agreed to the terms on this Waiver, and know and understand their contents and I sign the same on my own free act and deed.

****DISCLAIMER**** When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. I agree and understand that my PARTICIPATION WILL BE DENIED if this Waiver is not signed electronically at the time of registration.

*****Signed Electronically*****