

COVID-19 WAIVER OF LIABILITY AND CLAIMS

Event: Planisware Exchange22 – North America in Denver, CO (May 17-19, 2022)

Name of Participant:

Date:

Signature:

Planisware USA, Inc. (Planisware) is committed to the health and safety of participants to its events. Pursuant to guidance issued by the CDC and local regulations, you acknowledge and agree that you may be requested to comply with certain practices in order to prevent the transmission of the COVID-19 virus, including:

- Physical distancing (maintaining a distance of at least six feet from others)
- Wearing face masks
- Use of hand sanitizers provided.

By attending the Event, you represent and warrant to Planisware that **you do not present any COVID-19 contagion risk**, which would include any of the following:

- You tested positive for COVID-19 in the preceding ten days unless you have documentation of recovery from COVID-19 such as a negative COVID-19 test result or a letter from a licensed healthcare provider or a public health official stating that you are cleared from COVID-19.
- You have been in close contact with a person who has tested positive or is presumed positive for coronavirus in the preceding 7 days, unless you have a negative COVID-19 test result dated as of the date of your signature of this waiver.
- You currently have, or have had in the last 48 hours, symptoms of COVID-19, including congestion or runny nose, cough, shortness of breath or difficulty breathing, fever, chills, sore throat, muscle or body aches, fatigue, headache, new loss of taste or smell, nausea or vomiting or diarrhea.

You acknowledge that no one can guarantee safety of any individual from contracting COVID 19 and, particularly for individuals deemed to be at high risk by the CDC, COVID 19 can pose a serious health risk to you. You also understand that participating in an Event with a high number of other individuals presents high risks of contracting COVID-19. As a result, you understand and agree that Planisware cannot make any guarantees about the spread of the disease or its impact on you. You also understand and agree that Planisware must maintain a record of your participation in the Event in the case that contact tracing must take place following your participation. As a result, Planisware will keep records of the date of and participation in the Event, as well as other participants and staff present at the Event.

You hereby release from, and covenant not to sue Planisware, its shareholders, affiliates, directors, officers, employees, representatives and agents, any you release such entities and individuals from any and all present and future claims resulting from negligence or other causes of action, for any loss, injury, illness (including COVID-19), damage or liability sustained by you while on or about or attending the Event. You further agree to assume all the foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, illness (including COVID-19), permanent disability, or death resulting from participating in the Event. You represent that you have read and fully understand the above waiver, release, and assumption of risk and fully understand that you have given up substantial rights by signing this waiver, release, and assumption of risk, and sign it voluntarily.