

LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to attend, volunteer, or otherwise participate in any fashion in the NY24 Clinical Conference (“Program”), beginning on January 18, 2024, I, the undersigned participant (“Participant”), agree as follows:

1. **Purpose.** It is the purpose of this Liability Waiver, Release, and Assumption of Risk Agreement (“Agreement”) to exempt, waive, and release The New York State Podiatric Medical Association and its affiliated entity, The Foundation for Podiatric Medicine, and any officers, employees, volunteers, officials, and agents (“Released Parties”) from any and all liability for personal injury, property damage, and wrongful death arising out of attendance or participation in the Program to the fullest extent allowed by New York law.

2. **Assumption of Risk.** I agree and consent that participation in the Program is voluntary and at each individual’s own risk. I acknowledge that participation in the Program entails known and unknown risks that may result in physical or other injury, loss, or death, including but not limited to exposure to contagious illness. I understand that such risks simply cannot be eliminated. I expressly assume the risk of injury and damages and will indemnify and hold harmless, and covenant not to sue, the Released Parties from any and all claims for injury and damage, **even if the risk(s) arise out of the negligence or fault of the Released Parties.**

3. **Liability Waiver & Release.** By executing this Agreement, I agree that the Released Parties shall not be liable for any damages arising from personal injuries sustained by myself or any licensee or individual under my care, custody, or control as a result of any and all activities related to participation in the Program. I assume full responsibility for any such injuries or damages that may occur, and further agree that the Released Parties shall not be liable for any loss, theft, or damage to personal property. I specifically agree that the Released Parties shall not be responsible for such injuries, damages, loss, or theft, **even if caused in whole or part by the negligence of the Released Parties**, whether such negligence is present at the signing of this Agreement or takes place in the future. This waiver and release does not apply to intentional torts by the Released Parties. **I waive, release, discharge, and covenant not to sue the Released Parties for the claims being released in this Agreement.**

4. **Liability to Third Parties.** I agree that I will indemnify and hold harmless the Released Parties for all personal injuries, property damage, or other damage to any and all third parties, including but not limited to parties under my care, custody, and control, as a result of any and all activities related to participation in the Program, **even if such damage arises out of the negligence of the Released Parties.**

5. **Interpretation.** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and shall be governed by the law of New York, without regard to any conflict of laws.

6. **Severability.** I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. Attorney Fees. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. Acknowledgment & Signature. By signing this Agreement:

- a. I expressly state that I have had sufficiently opportunity to read and consider this entire Agreement and ask any questions associated with it.
- b. I agree that I have read and understood it and voluntarily agree to be bound by its terms.
- c. I acknowledge that this Agreement contains a waiver and release of claims.**

SIGNED:

Printed Name of Participant

Signature

Date