

HPA COVID-19 POLICY

You acknowledge that you have **voluntarily** decided to engage in/attend the **HPA Awards (the “Event”)** and by **attending the Event and in consideration of being allowed to be on premises (the “Venue”)** you hereby, **agree as follows:**

1. You are aware that the novel coronavirus (as defined by the World Health Organization) and any related strains, variants, and mutations thereof and other similar infectious diseases (“COVID-19”) is an extremely contagious virus and that it is currently believed that COVID-19 spreads through person-to-person contact.
2. You are familiar with the Center for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, which are located at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://www.coronavirus.gov> You acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that the CDC guidelines are regularly modified and updated. You accept full responsibility for familiarizing yourself with the most recent updates and making informed choices to take precautionary measures to protect yourself and others. In addition to the CDC guidelines, you agree to abide by any and all policies or postings published to the general public at the Venue.
3. You acknowledge that you are aware of the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 at the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Event may result from the actions, omissions, or negligence of yourself and others. You further understand that the risk of a COVID-19 may result from the actions, omissions, or negligence of Hollywood Professional Association, Inc. (“HPA”), its affiliates, sponsors, partners, and/or the owner of the Venue (collectively, the “HPA Parties”).
4. You agree that, in the event that you suspect you became exposed to or infected by COVID-19 at the Venue and you elect to seek testing and/or treatment as a result therefrom, you will be responsible for payment of any and all medical services and testing services.
5. You voluntarily, choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with your presence at the Venue. You hereby release, covenant not to sue, discharge and agree to indemnify, defend, save, and hold HPA Parties and the Venue their employees, agents, directors, officers and representatives and other participants harmless from, and waive on behalf of yourself, your heirs and successors, any and all causes of action, claims, demands, judgments, damage, all liabilities (statutory or otherwise), costs, interest, expenses (including attorney’s fees and disbursements) and compensation or loss for injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with your presence at the Event or the Venue, or that may otherwise arise in any way in connection with any activities with, or at the Event and/or the Venue specifically including any such COVID-19 claims that arise from or in connection with any of the HPA Parties’ actions and/or ordinary negligence but specifically excluding any such COVID-19 claims that (and to the extent that such COVID-19 claims) arise from or in connection with the HPA Parties gross negligence or willful misconduct. You understand that this release discharges HPA Parties from any liability or claim that you may have against HPA Parties with respect to any bodily injury, illness, or death that may arise from or in connection with the activities. This liability waiver and release extends to the HPA Parties together with all its board of directors, all parent or member entities and their board of directors, all affiliated entities and their board of directors, and employees. To the maximum extent permitted by applicable law, you (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this release that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.