

**National Weather Association
National Weather Association Foundation
Release and Waiver of Liability**

In exchange for being allowed to attend the National Weather Association (the "NWA") Annual Meeting, and any associated NWA Foundation events, in Kansas City, Missouri, and nearby cities in the Kansas City metro area (the "Activities"), or the virtual option, as evidenced by my registering for and/or participation in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress agree to this Release and Waiver of Liability (Release) and agree to the following terms:

1. Relationship of the Parties. I understand that as a participant in the Activities, unless provided otherwise in writing, I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee of the NWA.
2. COVID-19 Protocols. I am aware of and understand the risks associated with COVID-19. I understand that the NWA is offering both an in person and virtual option for purposes of attending the Activities, which are the same price.

I understand that the NWA encourages all in-person participants to be fully vaccinated as defined by the CDC. The NWA reserves the right to change the requirements for vaccinations at any time prior to the meeting and/or change the requirements for masks at any time prior to or during the meeting. By registering, I agree to abide by requirements in place during the meeting. If masks and/or social distancing are required, I understand that, should I fail to appropriately wear a mask or social distance per direction, I will be asked to leave the meeting space and risk possible removal from the NWA membership. I further understand that, should I choose to attend the Activities in person, I do so at my own risk and NWA shall not be liable for any illness or injury, as outline in further detail below.

I agree to stay home, or in my Kansas City accommodations, and attend the virtual option if I become ill before or during the Activities. If I become ill during or within 10 days after the Activities, I agree to notify the NWA of such illness and to refrain from returning to the Activities. I further understand that, should I become too ill to attend the virtual Activities, either before or during such activities, NWA may issue a refund minus a cancellation fee.

3. Non-Harassment. I agree not to harass or discriminate against any NWA representative, any individual participating in the Activities, any representative of the Activities venue, and/or any other person involved in the Activities. I agree to maintain a professional demeanor at all times during the Activities.

I further understand harassment may be:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

I understand that failure to adhere to this Non-Harassment provision or other NWA procedure in this Waiver and/or in the NWA Code of Ethics will result in removal from the Activities without a refund and could result in removal from NWA membership.

4. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, illness, harm, or loss that I may incur as a result of my participation in the Activities.

5. Medical Treatment. I hereby give consent and authority to NWA to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless NWA from any claim whatsoever in connection with such treatment or other medical services.

6. Release and Waiver. I hereby fully and forever release and discharge NWA, its directors, employees, agents, volunteers, and other representatives (the "Released Parties") from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand against the Released Parties and fully and forever release and discharge the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

7. Insurance. I understand that NWA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event of my injury, illness, death, or damage to or loss of my property.

I expressly waive any claim for compensation or liability on the part of NWA in the event of any injury or medical expense.

8. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

9. Photographic and Video Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by NWA for internal and/or promotional use. I hereby grant and convey to NWA all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to NWA's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

10. Use of Name, Likeness, and Information. By completing the Activities registration, I hereby grant to NWA the right to use my name, image, likeness, and biographical and professional information, which I provide to NWA in connection with the Activities, and any written work created in connection with the activities, including to advertise and promote the programming of NWA or for fundraising purposes, in whole or in part, including, but not limited to sharing my name and/or email with Marriott International, Inc., the Kansas City Marriott Downtown, any hotels providing accommodations in Kansas City, and any contractors (factor 110 and others) performing meeting tasks for the NWA, both within and outside the point of data collection (including to the United States).

11. Miscellaneous. I hereby agree that this Release represents the full understanding between NWA and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of NWA and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

12. Governing Law. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of

Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Oklahoma and I hereby consent to the exclusive jurisdiction of such courts.

BY COMPLETING THE ACTIVITIES REGISTRATION, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NWA.