

HAWAI'I RURAL WATER ASSOCIATION TRAINING AND TECHNICAL CONFERENCE  
ONSITE TERMS & CONDITIONS

Before receiving your badge onsite and entering the Training and Technical Conference, you will be asked to acknowledge and accept the following Terms & Conditions.

Please take a moment to review this document before arriving at the Event to minimize delays in picking up your badge at Onsite Registration.

In consideration of being permitted to enter the Hawai'i Rural Water Association's ("HRWA") Training and Technical Conference (the "Conference") at the Courtyard King Kamehameha Beach Hotel (the "Venue") and engage in the Conference activities and in recognition of HRWA's reliance on my commitments, I agree to all the terms and conditions to admission to the Conference outlined in this agreement (this "Release").

I am aware of the contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19) and COVID-19 variants, which I understand may, in some cases may result in serious illness, personal injury, permanent disability, or death (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by being at the Venue and participating in the Conference. I acknowledge that I bear responsibility for myself and the risk that I present to others, as well as the fact that risk of exposure may result from or be compounded by the actions, omissions, or negligence of others, including Company employees and therefore, I agree as follows:

- I certify that I am not sick and do not have signs or symptoms of COVID-19 and that I am not waiting on the results of a COVID-19 test. I will not enter the Venue or participate in person at any activities of the Conference if I am experiencing any signs or symptoms of COVID-19. I acknowledge that common symptoms of COVID-19 include (but are not limited to):

• Fever or chills	• Sore throat
• Cough	• Congestion or runny nose
• Shortness of breath or difficulty breathing	• Nausea or vomiting
• New loss of taste or smell	• Diarrhea

- UNDERSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I AM VOLUNTARILY ENTERING THE VENUE TO PARTICIPATE IN THE CONFERENCE WITH KNOWLEDGE OF THE DANGER INVOLVED. I ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE RELATED TO THE DISEASE ARISING FROM MY BEING AT THE VENUE OR OTHERWISE PARTICIPATING IN THE CONFERENCE, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.
- I EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST HRWA AND ITS AGENTS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY BEING AT THE VENUE OR PARTICIPATING IN THE CONFERENCE AND BEING EXPOSED TO OR CONTRACTING THE DISEASE, WHETHER OR NOT ARISING OUT OF THE ORDINARY NEGLIGENCE OF HRWA OR ANY RELEASEES. I COVENANT NOT TO SUE OR OTHERWISE MAKE OR BRING ANY SUCH CLAIM AGAINST HRWA OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE HRWA AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT,

OR ANY OTHER LIABILITIES THAT APPLICABLE LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

- While at the Venue or otherwise participating in the Conference, I agree to be socially responsible and fully comply with COVID-19 health and safety measures and protocols established by HRWA and the Venue for attendance as well as applicable State and local requirements, including, but not limited to, wearing approved face coverings per CDC guidelines, maintaining appropriate social distance from others, washing my hands frequently (or suitable sanitizing alternative), and practicing coughing/sneezing hygiene.
- I agree to isolate myself immediately and notify appropriate health authorities if during the Conference or within seven (7) days after that I develop signs or symptoms of COVID-19 or become aware that I, or someone I have been in close contact with, is exposed to or exhibits symptoms of COVID-19 or receives a positive COVID-19 test.

I grant HRWA and its affiliates permission to use my image in photographs, video, or other medium obtained during the Event for marketing, promotional and other business purposes.

I confirm that HRWA and its affiliates and relevant partners may contact me via email with general event communications and advertisements about current and future events and other media that may interest businesses and individual participants in the water industry. I understand and agree that my personal information will be processed in the United States per [HRWA's Privacy Policy](#). I may unsubscribe from these promotional messages at any time.

HRWA reserves the right to accept, reject or prohibit registration for or attendance at its events, including the Training and Technical Conference, at any time for any reason.

These Terms and Conditions, including the Release, constitute the sole and entire agreement of HRWA and me regarding my attendance at and participation in the Conference. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or condition of this Release or invalidate or render unenforceable, such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of HRWA and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed under the internal laws of the State of Hawaii without giving effect to any choice or conflict of law provision or rule (whether of the State of Hawaii or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Hawaii County, Hawai'i, and I hereby consent to the exclusive jurisdiction of such courts.