

Disclaimer, Release, Limitation of Damages, and Indemnity Agreement

Thank you (“the Organization”) for requesting a Texas Medical Association (“TMA”) Committee on Physician Health and Wellness (“CPHW”) presentation. By requesting a CPHW presentation, the Organization agrees to the following terms and conditions, including a release of certain claims against TMA and other defined persons as well as indemnifying TMA and other defined persons from third-party claims arising out of or relating to the presentation.

I. Disclaimer.

A. All information, content, and materials presented are for general informational purposes only. Although TMA has attempted to present materials that are accurate, the presentation may not constitute the most up-to-date information, and TMA shall not be liable to anyone for any inaccuracy, error, or omission, regardless of cause (including TMA’s own negligence or gross negligence), or for any damages resulting therefrom. TMA shall have no liability for any use or reliance on the information provided with the presentation.

II. In-Person Presentations.

A. COVID-19. The Organization acknowledges that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.

B. EXPOSURE. The Organization acknowledges COVID-19 is reported to be extremely contagious, and it is not possible to prevent the presence of the disease or the possibility that an employee or agent of your organization or an attendee may be exposed to COVID-19 while at an in-person CPHW presentation. Therefore, by choosing an in-person presentation, including a hybrid virtual and in-person presentation, the Organization may be exposing to and/or may be increasing the risk of contracting or spreading COVID-19 to its employees, members, agents, vendors and attendees.

C. NO GUARANTEES. The Organization acknowledges and agrees TMA cannot guarantee that the Organization’s employees, agents, vendors, and attendees will not be exposed to or become infected with COVID-19 or other infectious disease while attending an in-person CPHW presentation, and that attending an in-person CPHW presentation may increase the risk of such persons contracting COVID-19 or other viruses or illnesses. The Organization also understands and agrees that the risk of exposure to COVID-19 and other viruses or illnesses is inherent and unavoidable with regard to an in-person, indoor gathering. Therefore, by requesting an in-person CPHW presentation, the Organization understands and does hereby agree to accept the risk of exposure to, contracting and/or spreading COVID-19 on behalf of its employees, members, vendors, agents, and attendees.

D. ASSUMPTION OF THE RISK. The Organization acknowledges, understands, and agrees to the following assumption of the risk:

NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19 AND OTHER VIRUSES OR ILLNESSES, BY REQUESTING AN IN-PERSON CPHW PRESENTATION, THE ORGANIZATION, ON BEHALF OF ITSELF AND ANY AND ALL OF ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VENDORS, AGENTS, AND ATTENDEES, (a) ACKNOWLEDGE THAT IT IS VOLUNTARILY REQUESTING AN IN-PERSON PRESENTATION WITH KNOWLEDGE OF THE DANGER INVOLVED; AND (b) AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE RELATED TO COVID-19 AND OTHER VIRUSES OR ILLNESSES, ARISING FROM THE IN-

PERSON PRESENTATION, INCLUDING WHETHER SUCH RISKS ARE CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE OF TMA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, INCLUDING TMA, THE TMA PARTIES).

III. RELEASES, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

A. RELEASE. THE ORGANIZATION RELEASES THE TMA PARTIES FROM ALL CLAIMS, DEMANDS, AND LIABILITY INCLUDING ANY CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ANY CLAIM IN TORT (INCLUDING NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, OR STRICT LIABILITY), OR ANY OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION, REGARDLESS OF THE LEGAL THEORY, INCLUDING THOSE RELATING TO COVID-19 AND OTHER VIRUSES OR ILLNESSES, THAT MAY HEREAFTER ACCRUE THAT ARISE OUT OF, ARE INCIDENT TO, OR RESULT FROM THE REQUESTED CPHW PRESENTATION.

B. LIMITATION ON DAMAGES. IF THE ORGANIZATION PAID A FEE FOR THE PRESENTATION, ITS SOLE RECOURSE FOR ANY MATTER ARISING FROM, INCIDENT TO, OR RELATING TO THE PRESENTATION, INCLUDING THOSE RELATING TO COVID-19 AND OTHER VIRUSES OR ILLNESSES, SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THE FEE IT PAID TO TMA FOR THE PRESENTATION. IF THE ORGANIZATION DID NOT PAY A FEE FOR THE PRESENTATION, ITS SOLE REACOURSE FOR ANY MATTER ARISING FROM, INCIDENT TO, OR RELATING TO THE PRESENTATION, INCLUDING THOSE RELATING TO COVID-19 AND OTHER VIRUSES OR ILLNESSES, SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN \$1,000.

C. INDEMNIFICATION. THE ORGANIZATION FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TMA PARTIES FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL COSTS, EXPENSES, AND ATTORNEYS' FEES) AND LIABILITIES INCIDENT TO CLAIMS, DEMANDS, AND LIABILITY BROUGHT BY OR ON BEHALF OF ANY THIRD PERSON OR ENTITY, WHICH CLAIMS, DEMANDS, OR LIABILITY IN ANY WAY ARISE OUT OF, ARE INCIDENT TO, OR RESULT FROM THE IN-PERSON CPHW PRESENTATION, INCLUDING ANY CLAIMS, DEMANDS, AND LIABILITY THAT IN ANY WAY ARISE OUT OF, ARE INCIDENT TO, OR RESULT FROM, WHETHER IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT) OR GROSS NEGLIGENCE OF ANY OF THE TMA PARTIES.

IV. **CHANGE TO TERMS**. We may need to update the terms of this agreement from time-to-time. We reserve the right, at TMA's sole discretion, to modify or replace these terms at any time. If we determine a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. By requesting a TMA CPHW presentation, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please do not request the TMA presentation, or contact us immediately to cancel your scheduled presentation.

V. **MISCELLANEOUS**. The failure by TMA to enforce any provision of this agreement will not constitute a present or future waiver of such provision nor limit TMA's right to enforce such provision at a later time. If one or more of the conditions outlined in this agreement should become invalid, the remaining conditions will continue to be valid and apply. This agreement shall be interpreted, enforced, and governed in all respects by the laws of the State of Texas without regard to conflicts of laws principles. Any action or proceeding filed in connection with this agreement will be filed exclusively in a

court of competent jurisdiction in Austin, Travis County, Texas. The Organization hereby irrevocably consents to the personal jurisdiction and venue of these courts. This agreement represents the entire agreement between the Organization and TMA with respect to the subject matter of these terms, and supersede all prior oral or written representations, understandings, agreements, or communications.