

Please Read This Carefully

Release and Waiver -- this form must be read and agreed to in order to complete registration.

In consideration of being permitted to enter and remain at the **SEMI Americas Event(s)**, including all surrounding parking areas, pedestrian plazas, entryways, and other areas (collectively, the "Venue"), I, on behalf of myself and my heirs, assigns, executors, administrators, next of kin, anyone attending the Event with me, and other persons acting on my behalf ("Related Persons"), hereby acknowledge and agree to the terms below.

I acknowledge that:

- (a) Coronavirus/COVID-19 is an extremely contagious disease that can lead to severe illness and death, and there is an inherent risk of exposure to COVID-19 in any place where people are present.
- (b) No health and safety policies, precautions or protocols may be implemented for the Venue can eliminate the risk of exposure to COVID-19.
- (c) Exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.
- (d) The [CDC](https://www.cdc.gov) and many other public health authorities still recommend preventative measures, including wearing face masks (when not eating or drinking) and social distancing.
- (e) I must comply with all recommended procedures detailed on the Event website, and shared at the Event through signs and other means, as well as any state or local rules or guidelines in place at the Event at that time.

I further acknowledge that SEMI and **SEMI Americas Event(s)**:

(a) are relying on **the Venue** to implement and maintain preventative measures to reduce the spread of Coronavirus/COVID-19.

(b) cannot guarantee that I will not become infected with Coronavirus/Covid-19

ASSUMPTION OF RISKS, HAZARDS AND DANGERS.

ON BEHALF OF MYSELF AND THE RELATED PERSONS, I HEREBY FULLY UNDERSTAND AND KNOWINGLY, VOLUNTARILY AND IRREVOCABLY, ASSUME ALL RISKS, HAZARDS AND DANGERS RELATED TO ENTRY INTO, AND PRESENCE IN, AT AND AROUND THE VENUE, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES (INCLUDING, WITHOUT LIMITATION, COVID-19), VIRUSES, BACTERIA OR ILLNESSES OR CAUSES THEREOF, PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF ME, ANY OF THE RELEASED PARTIES (AS DEFINED BELOW), OR OTHER THIRD PARTIES, WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT, HOWEVER CAUSED AND WHETHER INSIDE OR OUTSIDE OF THE VENUE. I HEREBY ACCEPT PERSONAL RESPONSIBILITY FOR MY VOLUNTARY PARTICIPATION IN/AT THE EVENT. I

HEREBY ASSUME, ON BEHALF OF MYSELF AND RELATED PERSONS, ALL RESPONSIBILITY OF CLAIMS AND POTENTIAL CLAIMS RELATING TO THE RISK, HAZARDS AND DANGERS DESCRIBED IN THIS AGREEMENT.

RELEASE, WAIVER & COVENANT NOT TO SUE

ON BEHALF OF MYSELF AND THE RELATED PERSONS, I HEREBY FULLY UNDERSTAND AND KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE (AND COVENANT NOT TO SUE), EACH OF THE RELEASED PARTIES WITH RESPECT TO ANY AND ALL CLAIMS THAT I OR ANY RELATED PERSONS MAY HAVE (OR HEREINAFTER ACCRUE) AGAINST ANY OF THE RELEASED PARTIES, THAT RELATE TO ANY OF THE RISKS, HAZARDS AND DANGERS DESCRIBED ABOVE, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO (I) MY EXPOSURE TO COVID-19; (II) MY RELATED PERSON'S OR RELATED PERSONS' EXPOSURE TO COVID-19, (III) MY TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE VENUE AND/OR COMPLIANCE WITH THE VENUE POLICIES, PROCEDURES AND PROTOCOLS; (IV) ANY INTERACTION BETWEEN ME AND ANY PERSONNEL OF ANY OF THE RELEASED PARTIES PRESENT AT THE VENUE; OR (V) ANY OF THE RISKS IDENTIFIED ABOVE (COLLECTIVELY, THE "CLAIMS"), IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

FOR PURPOSES OF THIS AGREEMENT, THE "RELEASED PARTIES" ARE: (I) SEMI Americas ("SEMI"); (II) THE DIRECT AND INDIRECT OWNERS, LESSEES AND SUBLESSEES OF THE VENUE; (III) ALL THIRD PARTIES PERFORMING SERVICES AT THE VENUE; AND (IV) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF EACH OF THE FORGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

SEVERABILITY.

I hereby agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

VOLUNTARY AGREEMENT.

I understand the terms of this Agreement and I am aware of its legal consequences, including that I am hereby giving up substantial legal rights and that by complying with this Agreement. I understand I am forever prevented from suing or otherwise asserting a Claim against any of the Released Parties. I understand that this Agreement is a material inducement for my admission to the Venue and that SEMI and the other Released Parties are relying upon it. I agree that no oral representations, statements, or

inducements contrary to anything contained herein have been made by SEMI or any other Released Parties.

I attest that:

I have received full COVID vaccination or will provide negative COVID test results of test taken within 72-hours prior to arrival at the time of registration badge pick-up.

If I am experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell within 14 days prior to the event start, I will not attend the event.

If I believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 within 14 days prior to the event start date, I will not attend.

If I am diagnosed with Coronavirus/Covid-19 and not yet been cleared within 14 days prior to the event start date as non-contagious then I will not attend the event.