



American Arbitration Association® (“AAA®”) Assumption of Risk and Waiver of Liability Relating to Novel Coronavirus/COVID-19 for Visitors to AAA Offices

(To be signed by all visitors to AAA offices, whether for hearings, mediations, educational programs, or otherwise, including vendors and contractors visiting the AAA on a one-time or infrequent basis.)

The novel coronavirus SARS-CoV-2, which causes the disease COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even through the air. People reportedly can be infected with COVID-19 but show no symptoms, sometimes spreading the virus without their knowledge. The exact methods of spread and contraction are still being researched, and at this time there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

American Arbitration Association, Inc. (“AAA”) has put in place preventative measures consistent with the recommended federal, state, and local guidelines to reduce the spread of COVID-19; however, AAA cannot guarantee that you will not be exposed to, contract, or spread COVID-19 while utilizing AAA’s facilities or otherwise being at AAA’s offices. It is not possible to fully prevent against the presence of the disease. Therefore, if you choose to utilize AAA’s facilities and/or to enter AAA’s offices, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. Additionally, where possible, the AAA has advised you of the alternative of conducting your business off-site, such as having a virtual hearing or mediation using a videoconferencing platform, taking part in a training or conference via virtual means, or holding an event or election either virtually or off-site, but you have determined that you will participate in person.

By signing this Assumption of Risk and Waiver of Liability (“Agreement”), you acknowledge the importance of complying, and agree to fully comply, with all applicable laws, policies, rules, regulations and instructions regarding your behavior while working or otherwise spending time in AAA’s facilities and offices, including those related to social distancing precautions, wearing face coverings, and good hygiene practices.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby voluntarily choose to accept the risk of COVID-19 in order to utilize, work or otherwise spend time in AAA’s facilities and to enter AAA’s offices. I acknowledge and to the fullest extent permitted by law voluntarily accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize, work, or otherwise spend time in AAA’s facilities and offices in person rather than arranging for an alternative method to utilize the same services virtually or off-site. I understand that the risk of becoming exposed to or contracting COVID-19 at AAA’s facilities and offices may result from the actions or omissions, including negligent acts or omissions, of myself and others, including but not limited to AAA employees, independent contractors, hearing participants, and other visitors to AAA’s offices.



WAIVER OF LAWSUIT/LIABILITY: I, on behalf of myself, my heirs, executors, administrators and assigns hereby forever release and discharge and waive my right to bring suit against AAA and its officers, directors, managers, agents, employees, independent contractors including arbitrators and mediators, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my use of AAA’s facilities or presence in AAA’s offices to the fullest extent of the law. I understand that this waiver means I give up my right to bring any claims, including for personal injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, and I give up any claim I may have to seek damages or other relief, whether known or unknown, foreseen or unforeseen to the fullest extent permitted by law.

To the extent it is deemed applicable, I further knowingly and voluntarily waive any and all rights and benefits otherwise conferred by any law of the United States or of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Section 1542 reads in full as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

CHOICE OF LAW: I understand and agree that the laws of the State of New York will apply to this Agreement.

If any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Date: _____

Signature: _____

Name (printed): _____