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## Acknowledgement and In-Person Event Travel Waiver

I acknowledge that my onsite/in-person participation in the Internet Corporation for Assigned Names and Numbers (ICANN) 2022 Public Meeting in Kuala Lumpur, Malaysia (the “Event”) is voluntary, and subject to all terms set out below in this Travel Acknowledgment and Waiver, in addition to all travel terms as outlined in the Community Travel Guidelines (<https://www.icann.org/resources/pages/travel-support-2012-02-25-en>). I also agree to abide by the Community Anti-Harassment Policy and Terms of Participation and Complaint Procedure (<https://go.icann.org/anti-harassmentpolicy>), the ICANN Expected Standards of Behavior (<https://go.icann.org/expectedstandards>) and I accept ICANN’s electronic Terms of Service (<https://www.icann.org/privacy/tos>). I acknowledge that my personal data will be processed in accordance with the ICANN Privacy Policy (<https://www.icann.org/privacy/policy>). I agree to follow all published ICANN Health & Safety Measures for the Event.

I acknowledge that ICANN makes the Event sessions available online in a remote format, and that remote participation in the hybrid portion of the Event is available to me to facilitate my participation in ICANN’s multistakeholder processes. Further, I acknowledge that if I do not attend the onsite/in-person portion of the Event, or if my onsite participation is terminated for any reason, I will not bring action against ICANN for absence or exclusion from the in-person portion. Additionally, I acknowledge that if I become ill, am required to quarantine, am hospitalized, or become disabled or harmed in any way, including because of exposure to or diagnosis with COVID-19 - even beyond the time of the meeting - I am responsible personally for all costs, expenses, and damages caused by such exposure or diagnosis and will hold ICANN harmless for my election to participate in the in-person component of the Event.

### A. COVID-19 Exposure

Participation in the onsite Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While ICANN has implemented safety measures to reduce the spread of infection disease, and while personal discipline may reduce this risk, the risk of serious illness and death exists as it does within other day-to-day activities in which I engage. I knowingly and freely assume all risks related to illness and infectious diseases, including but not limited to COVID-19. I understand that unless otherwise confirmed in writing by ICANN, if it is suggested to me or I am required to take diagnostic tests, seek medical treatment, extend my stay due to quarantine or illness, or otherwise change travel arrangements, I am responsible for making such arrangements and for all costs incurred. I understand that ICANN recommends that I obtain appropriate travel insurance to cover these risks. If I am participating in the Event as an ICANN funded traveler, I understand that ICANN will provide me with additional information on the types of support I can expect and that will serve as modification of this Travel Acknowledgement and Waiver.

### B. Ability to Travel

I have reviewed travel advisories and requirements for my travel destination and transit location(s), as well as my local government’s travelers advisories, and am informed of health and safety risks present in those locations. I understand that there may be health risks associated with travel, including but not limited to those involving water quality, food quality

and preparation, standards of hygiene, access to medication, as well as non-modern or inadequate medical treatments and technology. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the country in which the Event is held.

### **C. Requisite Vaccinations**

In addition to the required vaccinations against COVID-19, I have ascertained the recommended vaccinations and medications for the area to which I will be traveling and I am solely responsible for securing any necessary immunizations prior to departure and for obtaining recommended or required medications needed while abroad, unless support is otherwise provided to me for required immunization expenses as an ICANN funded traveler.

### **D. Applicable Laws, Regulations, and Policies Regarding Conduct**

I understand that while I participate in the Event, I am subject to the laws of the local jurisdiction, host country and any other country where I may travel or stay during the Event. I agree to obey these rules, guidelines, regulations, codes, policies and laws, and if I elect not to do so that is at my own risk.

I also understand that while I participate in the Event, I am expected to observe all ICANN and venue policies regarding participant conduct. ICANN reserves the right to terminate my participation in the Event and in future ICANN events at any time should my actions or general behavior impede the operation of the Event or the rights or welfare of any person. If I am receiving ICANN travel funding for this Event, I understand that ICANN also reserves the right to terminate my eligibility for any future travel funding. Similarly, if my conduct violates any policy or procedure of ICANN or the host institution, or the laws of the host country or any country where I travel, I understand that I may be required to leave the Event at the sole discretion of ICANN's employees, agents and representatives, I may be referred to the appropriate ICANN officials and ICANN Community leadership for further disciplinary action, and I may be banned from future program participation. No refund will be made for any portion of expenses for my participation in the Event.

### **E. Liability Waiver and Release**

In consideration for permission to attend the Event, I voluntarily agree to assume all of the risks associated with my participation in the Event, and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with participation in the Event. On behalf of myself, heirs, personal representatives, executors and assigns, I hereby covenant to release, forever discharge, hold harmless, and not to sue ICANN and its affiliate of and from any and all claims for loss, damages, costs or expenses, personal injury, death, accidents, illnesses or bodily harm, or property loss, in connection with my participation at the Event, and any associated use of premises and facilities. This Liability Waiver and Release shall not apply if any expense, loss, damage, personal injury, including loss of life, illness, disability, property damage or property theft or actions of any kind is a result of ICANN and/or its affiliate's gross negligence or willful misconduct.

This Liability Waiver and Release is specifically binding upon my heirs and assigns and is knowingly given.

I further agree to indemnify and hold ICANN and its affiliate harmless from any and against all claims, actions, suits, loss, procedures, costs, expenses, damages and liabilities, costs, including court costs and attorneys' fees, arising out of my onsite participation in the ICANN Event.

\*I ACKNOWLEDGE AND AGREE

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