

AFIRE 2022 ANNUAL MEMBER MEETING COVID-19 LIABILITY WAIVER AND ASSUMPTION OF RISK

The registrant (referred to as “Attendee” or “I”) understands that in-person participation in the 2022 Annual Member Meeting (“AMM”) of the Association of Foreign Investors in Real Estate (“AFIRE”) is entirely voluntary. By participating in the AMM in person rather than through other means, such as videoconferencing, Attendee knowingly accepts and assumes all risks and accepts sole responsibility for any COVID-19-related injury. Attendee has carefully considered the risks involved in traveling to and attending the AMM, especially in light of the COVID-19 pandemic and the highly contagious nature of COVID-19 and corresponding risks of its transmission. Attendee hereby releases, covenants not to sue, discharges, and holds harmless, to the maximum extent permitted by law, AFIRE, its officers, directors, employees, agents, and representatives, of and from any COVID-19 related injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind (collectively, “Claims”), that Attendee may experience or incur in connection with attending the AMM.

While AFIRE is the convener of the meeting, Attendee understands and acknowledges that AFIRE has no direct control over and is not responsible for the acts or omissions of any meeting venue personnel or others involved in producing this event, or any other attendees at the meeting. Attendee understands that the risk of becoming exposed to or infected by COVID-19 at the AMM may result from the actions, omissions, or negligence of others who may attend or work at the AMM or their families, colleagues, or others with whom they may have contact. Attendee understands and agrees that the release set forth herein includes any Claims based on the actions, omissions, or negligence of AFIRE, its officers, directors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the AMM.

In addition to all other rules and regulations relating to the Attendee’s attendance at the AMM, Attendee agrees to comply with all COVID-related procedures, restrictions and requirements that have been implemented by AFIRE, state, and local officials, and designated event locations, including, but not limited to, mask-wearing and social distancing requirements.

I certify that I have read and fully understand this COVID-19 Liability Waiver and Assumption of Risk agreement and understand that it affects my legal rights. I also understand and agree that by registering for the AMM, I am giving up the right to sue for any Claims that I may suffer as a result of attending the AMM.

I agree and acknowledge that this agreement (1) shall be binding on me, my heirs, family, estate, representatives, and assigns and (2) is intended to be as broad as permitted under applicable law, and each waiver or provision herein is severable and shall apply notwithstanding the invalidation of any other provision herein.