

# EMPATH

**2022 SENIOR LIVING  
SALES RETREAT**

## **EMPATH 2022 Terms**

Below please read the following statement and confirm by checking the box.

You ("Attendee") are participating in EMPATH. provided by One on One Sherpa, LLC ("Sherpa").

### **INJURY AND COVID**

Attendee assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that attendee may experience or incur in connection with attending EMPATH. Attendee releases, agrees not to sue, discharges, and holds harmless Sherpa CRM, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating Attendee's participation in EMPATH.

Specifically relating to the global COVID-19 pandemic, Attendee acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending EMPATH and that such exposure or infection may result in personal injury, illness, disability, and/or death to Attendee. Attendee understands that the risk of becoming exposed to or infected by COVID-19 at EMPATH may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Attendee understands and agrees that this release includes any claims based on the actions, omissions, or negligence of Sherpa, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in EMPATH. In addition to all other rules and regulations relating to the attendee's attendance at EMPATH, attendee agrees to comply with all COVID-related procedures that may be implemented by Sherpa and the host hotel including, but not limited to, vaccination mandate, mask wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, to protect as much as possible, the health and safety of all EMPATH attendees.

### **CANCELTATION**

At Sherpa's discretion, registered attendees will be provided a refund or credit in the event of illness or other restrictions related to COVID-19 by contacting [empath@sherpacrm.com](mailto:empath@sherpacrm.com).

### **PHOTO RELEASE**

Attendee grants Sherpa permission to use Attendee's name and likeness in any photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications and social media (i.e., Facebook, Instagram, Twitter, LinkedIn), without payment or other consideration. Attendee understands and agrees that all photos will become the property of Sherpa and will not be returned.

Attendee irrevocably authorizes Sherpa to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, Attendee waives any right to inspect or approve the finished product wherein Attendee's likeness appears. Additionally, Attendee waives any right to royalties or other compensation arising or related to the use of the photo. Attendee holds harmless, releases, and forever discharges Sherpa from all claims, demands, and causes of action which Attendee, his or her heirs, representatives, executors, administrators, or any other persons acting on Attendee's behalf or on behalf of Attendee's estate have or may have by reason of this authorization.