

# INTERNATIONAL SOCIETY FOR PHARMACEUTICAL ENGINEERING FOUNDATION

## Grant Release and Waiver

This release and waiver form (the “FORM”) has been developed by the International Society for Pharmaceutical Engineering (“ISPE”) and ISPE Foundation and cannot be altered or adapted except in the answerable fields without written approval from ISPE and/or ISPE Foundation.

### **PART A:**

Description of activity: Attendance and conference participation at 2024 ISPE Europe Annual Conference.

Travel to, Housing and Attendance: to include full educational and networking events included in standard registration package and any additional events officially sponsored by ISPE and/or ISPE Foundation in conjunction with the Grant.

ISPE and/or ISPE Foundation believe that participation in organized ISPE and/or ISPE Foundation events can be an important part of a member’s overall ISPE and/or ISPE Foundation experience. Attending ISPE and/or ISPE Foundation events and participating in ISPE and/or ISPE Foundation activities may, however, involve certain risks to participants. In order to receive an ISPE Foundation Grant and participate in ISPE and/or ISPE Foundation events, recipients must read carefully, complete, and sign this Release and Waiver Form and submit it to the ISPE Foundation prior to being approved for a Grant and participating in ISPE and/or ISPE Foundation activities supported by the Grant.

Destination of activity:

2024 ISPE Europe Annual Conference - Lisbon, Portugal

Dates of activity:

2024 ISPE Europe Annual Conference – 16 - 18 April 2024 (Pre-Conference 15 April 2024)

### **PART B:**

I, \_\_\_\_\_, wish to be considered for an ISPE Foundation Grant and participate in the activity listed above. In consideration for being provided with an ISPE Foundation Grant and permitted to participate in the activity, I hereby represent and agree as follows:

### **ASSUMPTION OF RISK**

I understand that accepting an ISPE Foundation Grant, traveling to, staying at, and participation in ISPE and/or ISPE Foundation activities involves risks. The risks include but are not limited to damage to or theft of personal property, and risks involving travel to, within, and returning from, the activity sites. These risks can also include personal injury and range from minor injuries such as bruises and strains, to catastrophic injuries, including paralysis and death. Further, there are risks associated with political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances, local medical facilities and care, and weather conditions.

I am aware of these and other matters described in the U.S. Department of State Country Specific Information (and Travel Warnings and/or Travel Alerts, if any) and in the Centers for Disease Control and Prevention Travel Notices at <https://travel.state.gov> and <https://wwwnc.cdc.gov/travel/notices>

I have carefully reviewed this document and the resources listed within. Additionally, I understand that there may be other risks not known or reasonably foreseeable. I have sought and obtained information and advice that I feel necessary and appropriate to assess the risk involved with accepting an ISPE Foundation Grant and participating in ISPE and/or ISPE Foundation events.

1. I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS ASSOCIATED WITH ACCEPTING AN ISPE Foundation Grant AND PARTICIPATING IN ISPE and/or ISPE Foundation ACTIVITIES.
2. My participation in the activity is voluntary.

### **WAIVER OF LIABILITY**

3. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, the International Society for Pharmaceutical Engineering (ISPE) and the ISPE Foundation and any affiliated organization and/or related entity of ISPE and/or ISPE Foundation that organized, sponsored and/or funded the activity, and the officers, directors, employees, representatives, agents and affiliates of any and all of them (“Released Parties”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others,

(a) caused by, deriving from, or associated with my presence at, participation in, or travel to or from the activity, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties; or

(b) arising at a time when I am not under the direct supervision of ISPE and/or ISPE Foundation, including, without limitation, during travel and/or activities other than those specifically required in order to participate in the activity that I may choose to undertake before, during or after the activity, and/or that are caused by my failure to remain under such supervision.

4. I have no known physical or health-related reasons or problems that preclude or restrict my participation in the activity or I have disclosed to ISPE and/or ISPE Foundation any physical, mental, and emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the activity. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS each of the Released Parties FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or relating to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my failure to disclose to the College any such conditions, problems, or needs.

### **OTHER REPRESENTATIONS**

5. I understand that each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm ISPE's and/or ISPE Foundation's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the activity and assume responsibility for my actions, understanding that the circumstances of an activity may require a standard of behavior that may differ from that applicable on campus.

6. I will comply with ISPE's and/or ISPE Foundation's rules, standards, and instructions for member behavior generally and for the activity, including ISPE 's Member Code of Conduct. I acknowledge and understand that my compliance is important to the success of the activity and to ISPE's and/or ISPE Foundation's willingness to conduct future similar activities. I agree that ISPE and/or ISPE Foundation have the right to enforce the standards, in its sole judgment, and that it may impose restrictions, up to and including criminal proceedings and removing me from the activity, for violating the standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of ISPE and/or ISPE Foundation, the activity or other participants.
7. If I am removed from the activity, I consent to going home at my own expense with no reimbursement or refund from ISPE and/or ISPE Foundation of any monies paid. I will attend to and be personally responsible for any legal problems I encounter with any foreign nationals or government of the host country. ISPE and/or ISPE Foundation is not responsible for providing any assistance under such circumstances.
8. I understand that it is within ISPE's and/or ISPE Foundation's discretion to change travel, accommodations, and other arrangements as it deems necessary. I understand that ISPE and/or ISPE Foundation is not responsible for, nor does it represent or act as agent for, and cannot control the acts or omissions of any individual, attendee, sponsoring institution or service providers, including those who provide transportation, tour, dining or sleeping accommodations.
9. I understand and agree that ISPE and/or ISPE Foundation is not in any way responsible for my wellbeing with respect to any travel. This includes travel that I may choose to undertake before, during, or after the activity.
10. I will be solely responsible for health, medical, hospitalization, accident, repatriation, and security evacuation costs that may occur as a result of accepting the Grant and/or participating in ISPE and/or ISPE Foundation activities.
11. I am aware that ISPE and/or ISPE Foundation offers no insurance for my travel and wellbeing costs. I further acknowledge the availability of travel and medical insurance coverage on the open market and that I may choose to purchase coverage at my sole discretion and sole cost.
12. ISPE and/or ISPE Foundation shall not make any decisions and take any actions regarding my health and safety. I agree to pay all expenses relating thereto and release ISPE and/or ISPE Foundation from any liability related to such actions.
13. Except for the expenses authorized by the ISPE Foundation Grant, I am assuming full financial responsibility for all costs and expenses incurred by me in connection with the activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
14. I will not hold myself out as having the power or authority to bind or create liability ISPE and/or ISPE Foundation.

#### **RELEASE**

15. I grant ISPE and/or ISPE Foundation permission and a perpetual, non-exclusive, right and to use, without compensation, my name, employer name/university name, likeness, image, photographs, recordings, interviews, videotapes, or similar auditory recording of me created in connection with ISPE and/or ISPE Foundation Events and activities, whether before, during or after any ISPE and/or ISPE Foundation Event and activities, for any reasonable business purpose including but not limited to marketing, promotion, member recruitment and fundraising.

16. This Release and Waiver Form represents my complete understanding with ISPE and/or ISPE Foundation concerning their responsibility and liability for my acceptance of the Grant and participation in the activity. It supersedes any previous or contemporaneous understandings I may have had with ISPE and/or ISPE Foundation on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
17. I agree that this Release and Waiver Form be constructed in accordance with Florida. I agree that this Release and Waiver Form will be binding to the fullest extent permitted by such law. If any part of this Release and Waiver Form is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.

18. This is my contact information:

19.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Citizenship(s):

\_\_\_\_\_

\_\_\_\_\_

20.

**I WISH TO PARTICIPATE IN THE ACTIVITY. I HAVE READ ALL OF THIS RELEASE AND WAIVER FORM AND I FULLY UNDERSTAND IT. I AM VOLUNTARILY SIGNING THIS FORM WITH THE INTENTION TO BE BOUND BY ITS TERMS. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT CONTAINED IN THIS RELEASE FORM HAVE BEEN MADE TO ME BY ANY OF THE RELEASED PARTIES.**

Date:

Signature:

\_\_\_\_\_

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