

SAHS BIENNIAL CONGRESS 2022

Terms & Conditions

ACCEPTANCE OF THE TERMS & CONDITIONS OF THE BELOW WAIVER OF LIABILITY IS REQUIRED FOR IN-PERSON ATTENDANCE - THERE WILL BE NO EXCEPTIONS TO THIS.

If you attend the 2022 biennial Congress onsite, we will be following strict safety and health protocols, such as mask-wearing, social distancing, frequent disinfection, and limited room capacities. You will have the ability to select in-person attendance as part of the registration process and will also be able to amend your registration up to a certain date. However, if you plan on attending the Congress inperson and onsite, SAHS organising committee requires both knowledge of your attendance and electronic confirmation of the Waiver of Liability. Failure to complete or cancel the Waiver of Liability may result in an automatic cancellation of your in-person Congress registration.

WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND COVID-19 SAFETY ACKNOWLEDGMENT

For and in consideration of the Attendee being permitted to attend the SAHS biennial Congress 2022 and any of its related activities ("Congress"), at **The Capital on the Park, Sandton, 16 - 18 September 2022.** Attendee acknowledges and agrees, with such attestation as to Attendee's acknowledgment an agreement coming from the electronic submission below by Attendee.

WAIVER OF LIABILITY AND RELEASE OF CLAIMS

I, the ATTENDEE HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST SAHS AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ATTENDEE'S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON ATTENDEE'S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM ATTENDEE'S PARTICIPATION WITH THE CONGRESS.

ASSUMPTION OF THE RISK.

Attendee acknowledges and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. Attendee knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and

3. Attendee hereby knowingly assumes the risk of injury, harm and loss associated with the Congress, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.



MEDICAL ACKNOWLEDGMENT AND RELEASE.

Attendee acknowledges the health risks associated with attending the Congress, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. Attendee agrees that if Attendee experiences any of these or any other symptoms during the Congress, Attendee will discontinue participation immediately and seek appropriate medical attention. ATTENDEE DOES HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH ATTENDEE'S PARTICIPATION IN THE CONGRESS. As an Attendee, you recognize that your participation, involvement and/or attendance at the SAHS biennial Congress is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Congress, you acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Congress, and you agree that: (a) SAHS (b) the property or site owner of the Congress, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Congress, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE CONGRESS, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

COVID-19 SAFETY INFORMATION.

While participating in the Congress held by SAHS, "social distancing" must be practiced, and face coverings always worn to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, SAHS has put in place preventative measures to reduce the spread of COVID-19. People reportedly can be infected and show no symptoms yet still spread the disease. COVID-19 is reported to cause serious illness and death. SAHS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while their premises, at a SAHS event or activity, or performing any action for or on behalf of SAHS or its representatives. Any inperson interaction with, at, or for SAHS may increase the risk of contracting or spreading COVID-19. I agree and understand these specific risks and nonetheless accept them to utilize SAHS services and attend an event or activity. These services are of such value to me that I accept the risk of being exposed to, contracting at all.

I further hereby forever release and waive all claims and rights against the SAHS Parties in connection with exposure, infection, and/or spread of COVID-19 related to utilizing their services or premises or interacting with their members.

I understand that this release and waiver means I give up my right to bring any claims including for personal injuries, death, disease, property losses, or any other loss that may be released and waived under applicable law, including, but not limited to, claims of negligence, and I understand that this release and waiver prevents me from seeking damages in any way against the SAHS Parties, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.

Considering the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the SAHS Congress in-person. By attending the SAHS Congress, Attendee certifies that Attendee does not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated With COVID-19, which include fever, cough, and shortness of breath among <u>others</u>;

2. Individuals who have travelled at any point in the past fourteen (14) days either internationally or to a community in South Africa that has experienced or is experiencing sustained community spread of COVID-19; or 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.



DUTY TO SELF-MONITOR.

Attendees agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and should not engage in the SAHS Congress in-person.

FORCE MAJEURE

If, for any reason, hosting the SAHS BIENNIAL CONGRESS 2022 at the indicated dates becomes impossible due to reasons of force majeure, including but not limited to blackout, strikes, natural disasters, epidemics, pandemics, government regulations, internet failure or hacker attack, there will be no refund of participation fees already paid. SAHS is entitled to postpone until such time the event of force majeure no longer exists.

MODIFICATION OF THE PROGRAMME

All efforts will be made to adhere to the programme as provided. However, the organisers reserve the right to alter or cancel, without prior notice, any of the arrangements, timetables, plans, or other items relating directly or indirectly to the Meeting, for any case beyond their reasonable control. SAHS and the congress organisers are not liable for any other loss or inconvenience caused as a result of such changes.

REGISTRATION CANCELLATION & REFUNDS

Registration is non-transferable

In the event of cancellation, a written notification must be sent to <u>info@hypertension.org.za</u> by **1 August 2022.** The following policy will apply:

- Cancellation received before deadline: Refund of the paid fee minus 30% as administrative fee.
- Cancellation received after deadline: No refunds will be issued due to products and services that are purchased and scheduled in advance.
- All approved refunds will be processed and issued 60 days after the congress

CONSENT TO THE USE OF PHOTOGRAPHIC IMAGES

Registrations and attendance at, or participation in SAHS BIENNIAL CONGRESS 2022 constitutes an agreement by the registrant to SAHS's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes.

DATA PROCESSING CONSENT

The Data Processing Consent form for Protection of Personal Information (often called the POPI Act or POPIA) can be viewed by visiting www.popia.co.za.

The Southern African Hypertension Society is fully compliant with the POPI Act of South Africa as well as cross border Compliance in terms of GDPR and / or respective country protection of information guidelines.

It is confirmed that all information gathered is stored securely, processed in terms of requirements and de-identified in terms of respective legislation.

By registering for this congress, you consent that all information provided may be stored, processed, and retained for the required period in terms of its explicit purpose.

WHY DO WE ASK FOR YOUR CONSENT?

We are committed to protecting the privacy of all personal data you provide us for this event registration. The following statements describe what we are doing with your data and how long we store it, so you are fully informed prior to you submitting your personal information for the congress registration.

WHY ARE WE REQUESTING YOUR PERSONAL DATA?

We ask for your personal data to communicate and facilitate your participation in the congress.



HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Your personal data will be retained for the duration of the planning and the hosting of this congress.

THIRD PARTIES ACCESS

Your personal information/data will be viewed, and processed by the Society Secretariat, the Society Organising, management company, the Program Committees and the HPCSA to process CPD Accreditation.

DATA CONTROLLER

Email: info@hypertension.org.za