

## **Mitigation Policies and Attendees' Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

Please complete and upload with your online MLI Learning Application.

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The novel coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. As a result, federal, state, and local governments and health agencies recommend health and safety precautions, including social distancing, wearing masks, and diligent handwashing.

Motion Laboratories, Inc. ("MLI") is committed to the health and safety of all who visit our facilities. To that end, MLI has put in place the following policies designed to reduce the spread of COVID-19 (hereinafter "MLI COVID-19 Policies"):

- Trainer population reduced to two people.
- Student population reduced to five people, one person per table.
- Students will be required to fill out a self-certification survey within 24 hours ahead of first day onsite. Survey includes questions about recent activity, interactions, and wellness.
- Everyone's temperature will be taken the first time entering the building each day. Anyone with a temperature in excess of 100.4 or higher will not be admitted into the facility.
- Everyone must use hand sanitizer every time entering the building.
- When inside the building, students must stay in the training area unless going to the bathroom.
- All areas where people go will get sanitized before class, during lunch break, and after class. This includes all touch points, such as tools and equipment.
- Everyone must wear a mask except when eating or when outside the building.
- Motion Labs will have masks available if someone forgets theirs or needs a replacement.
- Food and beverage will be provided individually packaged.
- Everyone will eat at separate tables or properly distanced, most likely in the same room as the training.
- If someone cannot attend due to illness or possible COVID-19 exposure ahead of class date, we will act per the MLI Learning Registration and Cancellation Policies: <https://www.motionlabs.com/mli-learning/terms-and-conditions/>.
- If an attendee shows symptoms during or within 14 days after class, they will be asked to leave and get tested for COVID-19, the results of which will be shared with everyone else in the class who may have been exposed. If the test is positive, all attendees should quarantine for two weeks, watch for symptoms, and refer to the CDC website for guidance: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

However, MLI cannot guarantee that you will not become infected with COVID-19 while participating in training at MLI.

With my signature below:

- I affirm that I do not have, and in the past 14 days have not had a positive test for COVID-19 or COVID-19 symptoms (cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste or smell).
- I affirm that I have not knowingly had any close contact without use of personal protective equipment with someone with COVID-19 within the last 14 days.
- I affirm that I have not knowingly lived with someone with COVID-19 within the last 14 days.
- I affirm that I am aware of New York State travel requirements posted at the following website: <https://coronavirus.health.ny.gov/covid-19-travel-advisory>.
- I agree that will abide by the MLI COVID-19 Policies.
- In the event I have tested positive for COVID-19, I affirm the following:
  - I have had no fever for at least three days without taking medication to reduce fever during that time.
  - I have not experienced any respiratory symptoms (cough, shortness of breath, difficulty Breathing, chills, muscle pain, sore throat, new loss of taste or smell) or other known COVID-19 symptoms for at least three days.
  - At least seven days have passed since my fever and/or respiratory symptoms began.
  - In the past 14 days, I have not been in contact with anyone who has exhibited one or more of the above symptoms.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected with COVID-19 while attending training at MLI and that such exposure or infection may result in personal injury, illness, disability, and death. I understand that the risk of becoming exposed to or infected with COVID-19 at MLI may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MLI staff or other students attending MLI's training classes.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with attendance at MLI training classes ("Claims"). In exchange for the bargained-for right to attend training at MLI's facilities, I hereby release, covenant not to sue, discharge, and hold harmless MLI, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MLI, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MLI training event.

The Undersigned acknowledges that in choosing to sign this Agreement, he or she is not relying on any representations from MLI that are not specifically set forth herein. This Agreement shall be governed by the laws of the State of New York without application of New York's choice of law rules.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Assumption of Risk and Release Agreement (MLI Repair Classes)**

Please complete and upload with your online MLI Learning Application.

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The training programs you are enrolled in are designed to improve your safety when using and troubleshooting electrical control systems.

IN CONSIDERATION OF MY VOLUNTARY PARTICIPATION IN TRAINING CLASSES ON SITE AT MOTION LABORATORIES (“MLI”) FACILITIES LOCATED AT 2 JOHN WALSH BOULEVARD, PEEKSKILL, NY RELATING TO ELECTRICAL CONTROL PANELS AND POWER DISTRIBUTION SYSTEMS (THE “TRAINING”), I UNDERSTAND THAT I AM BEING ASKED TO CAREFULLY READ AND AGREE TO EACH OF THE FOLLOWING PARAGRAPHS.

**Assumption of Risks:**

I understand that the Training, by its very nature, may include certain inherent risks that may not be eliminated if care is not taken to avoid these risks. Some of these may involve a risk of electric shock. **I understand and appreciate the risks that are inherent in working with equipment involving live electrical circuits. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I further understand that I am ultimately responsible for my own safety and will ask for clarification if there is subject matter I don’t understand, prior to working on any live circuits.**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Hold Harmless, Indemnity and Release:**

In consideration of permission to participate in the Training, I agree, for myself, my heirs, personal representatives or assigns, to defend, hold harmless, indemnify and release, MLI, its officers, directors, employees, and agents, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my participation in the Training. This release does not include claims based on the negligence of MLI and its officers, directors, employees, and agents, or their intentional misconduct or gross negligence.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Requirements and Use of Collected Information Agreement (MLI Repair Classes)**

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The training programs you are enrolled in are designed to improve your safety when using and troubleshooting electrical control systems.

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**Trainee Requirements to Attend Training:**

To maintain classes that are concise and focused on the intended subject matter, we require trainees to know and understand the following prior to attending the MLI training: basic electrical circuits; operation and use of basic electrical test equipment; comprehension of schematics, wiring diagrams, and component nomenclature; basic electrical safety; basic operation of electric chain hoist systems (electric chain hoist control classes only). **I acknowledge that I have met or will meet the above requirements prior to attending MLI training.**

**Initial:** \_\_\_\_\_

**How We Might Use Information Collected on Training Registration Form:**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless you provide written permission to do so. The information collected on the training registration form will be kept on a secure server on site at an MLI facility. We collect personal contact information to communicate with trainees regarding training. We collect other information, such as dietary constraints, to provide trainees with a comfortable, inclusive training experience. We will only use the collected information to contact you regarding MLI products if you authorize us to do so on the registration form. If you do not agree to allow MLI to retain all of your collected information we will delete it following your class, provided however, to maintain adequate records needed for certification, we will need to retain your name, title, company, class, class date, whether you are ETCP certified, and whether you agree to be contacted concerning MLI products.

**I hereby agree to the collection, storage and use of my information as stated above.**

**Initial:** \_\_\_\_\_

**Permission to Share Info:**

**I am taking this course for the Entertainment Technician Certification Program (“ETCP”) certification, renewal credits, or qualifying continuing education hours, and I permit MLI to share my information with ETCP.**

**Initial:** \_\_\_\_\_

**My employer is sponsoring me to attend this course and I permit MLI to share my information with my employer.**

**Initial:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_