

## **Conference Attendee Waiver and Release of Liability**

### **COVID-19**

I acknowledge the contagious and evolving nature of COVID-19 and voluntarily assume the risk that I may be exposed to the virus and become infected as a result of my attendance at the 2023 Oklahoma Museum Conference.

I understand the risk of becoming infected may impact members of the museum community, event guests, and event attendee's families or personal contacts.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any expense, liability, illness, injury, disability, or death related to testing positive for the virus during or after the 2023 Oklahoma Museum Conference.

I hereby irrevocably and forever release, covenant not to sue, discharge, and hold harmless Oklahoma Museums Association (OMA) and each of its affiliated partners and sponsors, including without limitation, their respective directors, officers, employees, volunteers, and agents from all claims arising out of or connected with COVID-19.

I understand and agree that release of liability includes any claims towards OMA whether a COVID-19 infection occurrence exists before, during, or after attendance at the 2023 Oklahoma Museum Conference on any property.

I agree to adhere to and abide by any and all safety protocols implemented by the Oklahoma Museums Association, facilities or venues at which the event is to be held, or any third-party organizations providing services, recreation or entertainment at the event.

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### **Photographs**

Please be aware that by attending the Oklahoma Museum Conference you consent to your image, name and/or likeness being used, without compensation, in photographs or videos in any and all media, including social media posts, whether now known or hereafter devised, for eternity, and you release the Oklahoma Museums Association, its successors, assigns and licensees from any liability whatsoever of any nature.

If you do not want to be subject to the foregoing, please advise the OMA office in writing at [info@okmuseums.org](mailto:info@okmuseums.org) upon registering for the Oklahoma Museum Conference.

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### **Oklahoma Museums Association Harassment Prevention Policy**

Oklahoma Museums Association is committed to a work and program environment in which all individuals are treated with respect and dignity. Each individual has the right to work and participate in programs in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including harassment. Therefore, OMA expects that all relationships among persons in the workplace or within its programs will be business-like and free of bias, prejudice, discrimination, and harassment.

To keep this commitment, OMA maintains a strict policy of prohibiting unlawful harassment of any kind, including sexual harassment and harassment based on race, color, religion, national origin, sexual orientation, gender identity or expression, sex, age, physical or mental disability or any other characteristic protected by state, federal or local employment

discrimination laws. This policy applies to all employer agents and employees, including supervisors and non-supervisory employees, and to program participants.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either:

1. Submission to such conduct is made an explicit or implicit term or condition of employment or program participation; or
2. Submission to or rejection of such conduct by an individual is used as the basis of employment decisions or program participation affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or program participation creating an intimidating, hostile, or offensive environment.

Employees or program participants who violate this policy are subject to discipline up to and including the possibility of immediate discharge or removal from the program.

Examples of unlawful harassment include, but are not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, e-mail and faxes or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee or program participant because of the employee's or program participant's sex or other protected characteristic.
- Threats and demands to submit to sexual requests in order keep one's job or avoid some other loss, and offers of employment benefits or program participation in return for sexual favors.
- Retaliation for having reported or threatened to report unlawful harassment.

Employees or other persons who believe that they have been harassed by an OMA co-worker, supervisor, or program participant of OMA should promptly report the facts of the incident or incidents and the names of the individual(s) involved to OMA's Executive Director. If OMA's Executive Director is involved in the incident in some manner, please refer to OMA's personnel policy for reporting guidance which includes reporting to the OMA President. Upon receipt of a complaint, OMA will undertake a prompt, thorough, objective, and good faith investigation of the harassment allegations.

If the organization determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee or program participant determined by OMA to be responsible for harassment will be subject to appropriate disciplinary action.

Employees or program participants will not be retaliated against for filing a complaint and/or assisting in a complaint or investigation process. Further, OMA will not tolerate anyone assisting in a harassment investigation.

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