

2nd April 2022

Re: ICANN Waiver

Michele,

Many thanks for sending on the ICANN waiver for review. Please note that I must advise you not to sign same. The agreement in its current format is in our opinion unacceptable and unduly severe. Please note the following specific items, which unfortunately are not exhaustive, however are of the most concern:

1. First Clause: ICANN is excluded from any costs or liabilities for any issues surrounding covid. This is too wide.
2. Covid Exposure Clause: While there is no issue in you assuming the risk of Covid- as we all must in the current environment- you should not be accepting such a risk due to the actual negligence or fault of ICANN. This is automatically putting you in concerning position. I would assume that ICANN will provide a safe place and environment for their meeting, and as such this condition as currently drafted is excessive and unacceptable.
3. Applicable Laws clause: This is drafted far too widely and leaves you open to expulsion from an event for any subjective reason.
4. Release & Indemnification: Again, far too excessive. Further you are liable for any costs of enforcement of the Agreement- whether or not same is an issue disputed by you.

I understand that ICANN are seeking to reduce liability for Covid exposure, which in itself is acceptable, however, you should not be accepting a blanket exclusion of liability to include actual fault.

Yours sincerely,

William Clarke
Partner

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