# **Attendee Terms and Conditions**

### IMPORTANT: PLEASE READ THE FOLLOWING BEFORE YOU SUBMIT YOUR REGISTRATION FOR NAMB NATIONAL.

#### IN CONSIDERATION OF THE OPPORTUNITY TO ATTEND NAMB NATIONAL ("Event"), AND BY SUBMITTING YOUR REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITONS ("Terms and Conditions"):

### **CANCELLATION AND REFUND POLICY**

Can be viewed by clicking the following link:

#### https://namb.org/wp-content/uploads/2023/05/NAMB-refund-policy.pdf

### PHOTO AND VIDEO RELEASE

You grant permission to NAMB and its contractors or agents to (i) record your image, likeness, and/or voice on a photographic, video, audio, digital, electronic, or any other medium, (ii) use, reproduce, modify, exhibit and/or distribute any such recording, in whole or in part, in any manner or medium now known or hereafter developed (including without limitation, print publications, DVDs and internet) for any purpose that NAMB may deem appropriate, including without limitation promotional or advertising efforts; and (iii) use your name and biographical material in connection with any such recordings or uses. You understand and agree that your image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein your likeness appears. You understand that NAMB will be the owner of all such recordings and uses. Additionally, you waive any right to royalties or compensation arising from or related to the use of your image or recording. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

#### PERSONAL INFORMATION

You understand that you are providing your personal information to NAMB in order to register you for the Event. You understand that some of your personal information may be provided to third parties, including but not limited to Event sponsors and other Event attendees. You further understand that some of your personal information may be used by sponsors for promotional, marketing, and sales related information. Please review <u>NAMB's</u> <u>Privacy Policy</u> for more information.

#### **CREDIT CARD INFORMATION**

If you provide your credit card information, you understand and acknowledge that your credit card information, if applicable, will be used by NAMB to process the fee(s) described on the payment page.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NAMB NOR ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (HOWSOEVER ARISING AND WHETHER SUCH LOSSES WERE FORESEEABLE OR NOT): LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF REPUTATION OR GOODWILL, AND/OR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS; WHETHER ARISING IN CONNECTION WITH THE EVENT OR THE PROVISION OF OUR SERVICES TO YOU.

### **CODE OF CONDUCT**

NAMB is committed to providing a safe, productive, and welcoming environment for all meeting participants. All participants, including, but not limited to, attendees, speakers, volunteers, sponsors, staff members, service providers, and all others are expected to abide by the <u>NAMB</u> Events Code of Conduct.

### **INDEMNIFICATION AND RELEASE**

By participating in the Event, you may be exposed to certain dangers, risks or hazards, including but not limited to contracting communicable diseases, natural disasters, terrorism events, etc. You agree to assume the full risk, including risk which is not specifically foreseeable, of any injuries, including death, damages or loss, regardless of severity, which you may sustain as a result of participating in any and all activities connected with or associated with the Event.

You agree to indemnify, defend, and hold harmless NAMB and its officers, directors, employees, agents, suppliers, vendors, agencies, guests, and attendees from and against any and all demands, claims, fines, investigations, penalties, damages, losses, liabilities, judgments, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") relating to your failure to comply with these Terms and Conditions and your participation in the Event. Further, for yourself and your heirs, personal representatives and assigns, you hereby release, relinquish and discharge NAMB and its predecessors, successors, assigns, legal representatives, and its former, present and future agents, officers, directors and employees from any liability resulting from the negligence of NAMB or any of the foregoing parties.

### **GENERAL**

NAMB reserves the right to change, amend, add, or remove any of these Terms and Conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these Terms and Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms and Conditions apply to all event participants (attendees, guests, speakers, sponsors, exhibitors).

NAMB reserves the right, due to unforeseen circumstances, to alter the content, location, timetable, speakers, venue, and/or other technical or administrative details in respect to the Event. NAMB will endeavor to provide you with notice of any such alterations.

The views expressed by any event attendee, guest, speaker, exhibitor, or sponsor are not necessarily those of NAMB. All attendees, guests, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporate presentations, marketing collateral, and/or advertising.

These Terms & Conditions and any dispute or claim arising out of, or in connection with them or their subject matter, shall be subject to laws of the State of Florida, exclusive of the choice of law rule or any jurisdiction.