

ARTBA EVENTS AND MEETINGS

Attendee Event Terms, Liability Waiver, and Assumption of Risk

1. Attendee Consent

By registering for this event and affirmatively selecting acceptance with the terms and conditions herein, Attendee confirms that Attendee shall comply with all terms and conditions set forth in this Agreement.

2. General Assumption of Risk and Waiver of Liability

Attendee acknowledges that attendance at the event involves certain inherent risks, including but not limited to personal injury, illness, disability, death, property damage, or loss. Attendee voluntarily assumes all such risks and accepts sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind that may arise in connection with attending the event.

To the fullest extent permitted by law, Attendee hereby releases, covenants not to sue, discharges, and holds harmless ARTBA and its employees, agents, and representatives from any and all claims, liabilities, damages, costs, or expenses arising out of or relating to attendance at the event, including claims based on the acts, omissions, or negligence of ARTBA or its representatives.

Attendee further acknowledges the risk of exposure to highly transmissible illnesses, including COVID-19 and similar communicable diseases, and voluntarily assumes all risks related to such exposure or infection. Attendee agrees that ARTBA shall not be liable for any illness, injury, disability, or death resulting from such exposure, whether occurring before, during, or after the event.

3. Consent to Use of Photographs and/or Video Recordings:

By attending this event, whether in-person or virtually, Attendee acknowledges and agrees that photographs, video, and/or audio recordings may be taken of Attendee and Attendee grants ARTBA the right to use and distribute, in perpetuity, Attendee's name, image, appearance, voice and likeness ("Image") in any electronic or print distribution, or by other means hereinafter created, both now and in the future, for any lawful purpose as determined by ARTBA. Attendee further authorizes ARTBA to reproduce, publish, display, transmit, modify, edit, adapt, crop, or otherwise alter such Image in any manner, in whole or in part. Attendee waives any right to inspect or approve any finished product produced by ARTBA, including any written copy or other context in which the Image appears. **Opt Out.** ARTBA will make reasonable efforts to accommodate written requests from Attendees who do not wish to be photographed or

recorded, provided such requests are submitted prior to the event. Such requests must be submitted in writing to ARTBA's Senior Vice President, Strategic Engagement [Allison Klein](#).

4. Privacy Policy and Data Sharing

Nothing contained herein shall contradict ARTBA's Privacy Policy and in the event of conflict between that policy and these terms, the Privacy Policy shall supersede and control. ARTBA values and respects the privacy of its Attendees and the security of Attendee's personal data. By Attendee's affirmative consent during registration for the ARTBA Event, Attendee hereby agrees: (i) to comply with ARTBA's Privacy Policy available on www.artba.org; and (ii) that ARTBA may collect user data for purposes of marketing, event administration and virtual hosting, and research, including collected data in aggregated form (i.e. surveys and evaluation forms) to assist in market evaluation and for any other purposes as reasonably determined by ARTBA.

ARTBA may also provide the registered name(s), title(s), company name, email address(es) and mailing address to (i) attendees, ARTBA, its subsidiaries, affiliates, and service providers for the ARTBA Events (i.e. Hotels and Registration Housing Bureaus); and/or (ii) third party sponsors and exhibitors related to the ARTBA Events.

5. Optional Activity Release and Indemnification

Attendee acknowledges that the event may include optional physical or other activities that involve inherent risks to persons or property (each, an "Activity"). Participation in any Activity is voluntary and may require the execution of additional waivers or releases prior to participation. Attendee knowingly and voluntarily assumes all risks associated with participating in any Activity, including the risk of personal injury, disability, death, property damage, or loss.

To the fullest extent permitted by law, Attendee, on behalf of Attendee and Attendee's employer and its direct or indirect parents, subsidiaries, affiliates, divisions, successors, predecessors, and assigns (collectively, the "Releasers"), hereby irrevocably releases, waives, and forever discharges ARTBA and its direct or indirect parents, subsidiaries, affiliates, divisions, directors, officers, employees, representatives, attorneys, agents, successors, predecessors, and assigns from any and all claims, demands, causes of action, liabilities, damages, costs, or expenses of any kind, whether in law or equity, arising out of or relating to participation in any Activity, including claims based on the acts, omissions, or negligence of ARTBA or its representatives.

Attendee agrees to indemnify, defend, and hold harmless ARTBA from and against all claims, demands, actions, liabilities, damages, costs, or expenses arising out of or related to Attendee's participation in any Activity.

6. Non-Discrimination Policy

ARTBA reaffirms its standing policy of non-discrimination in employment and in all of its Offerings with respect to race, color, religion, national origin, sex, age. In addition, ARTBA Offerings are operated on the basic principle of respectful treatment for all persons and, accordingly, are firmly committed to ensuring a harassment-free, positive learning environment for all Attendees.

7. Code of Conduct and Anti-Trust Policies

Attendee hereby warrants and agrees that they have familiarized themselves with ARTBA's Meetings Code of Conduct and Antitrust Policy for meetings and events and, by accepting these terms, agrees to abide by the terms outlined therein, which are hereby incorporated by reference. Copies of which are available [here](#).

8. Disclaimer of Warranty

All ARTBA meetings, events, sessions, presentations, materials, and related content, including statements made by speakers, panelists, moderators, or other participants (collectively, "Event Content"), are provided on an **AS IS** basis and without warranties of any kind.

Neither ARTBA nor its speakers, presenters, panelists, moderators, sponsors, or content contributors makes any warranty or representation that the Event Content will meet the needs, objectives, or intended use of any attendee, or that the Event Content is suitable for any particular purpose beyond as advertised by ARTBA. ARTBA does not guarantee, and makes no representations regarding, the accuracy, completeness, timeliness, reliability, merchantability, or fitness for a particular purpose of any Event Content, including opinions, statements, data, or materials presented or distributed in connection with an event beyond as advertised.

To the fullest extent permitted by law, ARTBA disclaims all warranties not expressly stated, whether express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, informational accuracy, or professional or legal sufficiency. Any views or opinions expressed by speakers or participants are their own and do not necessarily reflect the views of ARTBA.

While ARTBA will make every reasonable attempt to the contrary, the association makes no warranties regarding the availability, functionality, or performance of any event technology, audiovisual systems, virtual platforms, or materials used in connection with an event, and does not warrant that any event or related technology will be uninterrupted, error-free, or free of technical defects.

This Disclaimer of Warranty shall survive the termination or expiration of this Agreement or the conclusion of the event.

9. Limitation of Liability

To the fullest extent permitted by law, in no event shall ARTBA be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to the event, including but not limited to loss of profits, loss of business, or loss of data, even if ARTBA has been advised of the possibility of such damages.

In no event shall ARTBA's aggregate liability arising out of or relating to the event or this Agreement exceed the amount of registration fees actually paid by Attendee to ARTBA for the event.

10. No Professional or Legal Advice

Event Content is provided for general informational purposes only and does not constitute legal, regulatory, financial, or other professional advice as it pertains to an attendee's individual course of business. Attendee acknowledges that any reliance on Event Content is at Attendee's own risk and agrees that Attendee is solely responsible for consulting with their own legal, regulatory, or professional advisors regarding any matters discussed or presented at the event as it pertains to their individual situation.

11. Force Majeure; Event Modifications

ARTBA reserves the right to modify, postpone, relocate, convert to a virtual format, substitute speakers or content, or cancel the event, in whole or in part, due to circumstances beyond ARTBA's reasonable control, including but not limited to acts of God, public health emergencies, government orders, weather events, labor disputes, venue issues, or technical failures. ARTBA shall not be liable for any costs, damages, or expenses incurred by Attendee as a result of such modification or cancellation.

12. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement or the event shall be brought exclusively in the state or federal courts located within Washington, District of Columbia, and Attendee hereby consents to the personal jurisdiction and venue of such courts.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

14. Survival

The provisions relating to assumption of risk, waiver and release of liability, indemnification, limitation of liability, disclaimer of warranty, consent to use of image, privacy, and governing law shall survive the conclusion of the event and the termination or expiration of this Agreement. Additionally, any provisions of this Agreement not expressly listed but which by their nature are intended to survive the conclusion of the event are hereby deemed to survive the event.

15. Authority to Bind

Attendee represents and warrants that Attendee has the full right, power, and authority to enter into this Agreement on behalf of themselves and, where applicable, on behalf of their employer or organization.

16. Electronic Acceptance

By selecting the checkbox indicating acceptance of these Attendee Event Terms, Liability Waiver, and Assumption of Risk, Attendee acknowledges that they have read, understand, and agree to be bound by this Agreement. Attendee agrees that this electronic acceptance constitutes a legally binding agreement, enforceable to the same extent as a handwritten signature.