



Activity: Veterinary Meeting Expo (VMX) 2024 - January 13-17, 2024

NAVC Event Attendee Policy, Guidelines, and Waiver of Claims (the “Agreement”)

At the North American Veterinary Community (NAVC), we enjoy a positive relationship with our attendees. Because we receive a high volume of attendance from various members, sponsors and media, we ask for their cooperation with the following policies and guidelines. Further, before you can participate in certain of our activities, we require you to execute a waiver of liability as set forth in this Agreement and/or as may be separately required to be executed on-site. All of this will ensure that our members, as well as our sponsors and partners, enjoy the best experience possible. By registering for and/or attending an NAVC event, in any format, and by executing this Agreement, you are acknowledging that you agree to the following terms, which constitutes an agreement between you and NAVC. THIS AGREEMENT IS BINDING UPON ALL REGISTRANTS AND ATTENDEES, INCLUDING, BUT NOT LIMITED TO, THEIR AGENTS, EMPLOYEES AND REPRESENTATIVES WHO MAY ATTEND AN NAVC EVENT.

NAVC EVENT POLICIES AND GUIDELINES

- All attendees must be registered for the NAVC event or have a guest badge, including anyone under the age of 18.
- Attendees must ensure that they are not disruptive to any sessions, workshops, special events or the overall event experience.
- Remarks or discussions during presentations should deal with the major issues regarding the presentation, reserving minor issues for direct communication with the authors and/or presenters.
- Content from all educational sessions, entertainment and other special events is protected by the United States copyright laws and is the exclusive property of the NAVC, its representatives, agents or its authors. You may not, under any circumstances, share, distribute, publish, repurpose or sell any such content, or attempt to do so, in any way without the prior written consent from the NAVC.
- You shall not publish or post any articles, pictures, materials or any other information regarding or obtained from an NAVC event without a press pass or prior written consent from NAVC. For more information about obtaining a press pass, please contact Public Relations at PublicRelations@navc.com.
- Video and/or audio recording of any kind is strictly prohibited in all educational sessions, entertainment and other special events (i.e. educational sessions, workshops, expo hall) without prior written consent from the NAVC.
- Any person who attends an NAVC event that sells, markets or represents a company or organization for the purpose of obtaining advertising, sales, or subscriptions from any attendee, sponsor or exhibitor immediately forfeits their registration fee and participation in the NAVC event. NAVC may further take any other action that it deems appropriate to address this situation.
- At NAVC networking events both alcoholic and non-alcoholic beverages may be served. NAVC expects participants at our events to drink responsibly. NAVC and Meeting host event staff have the right to deny service to participants for any reason, and may require a participant to leave the event.

The NAVC reserves the right to deny, refuse or revoke admission during pre-registration, as well as on-site.

ONLINE POLICIES AND GUIDELINES

For all chat interactions during VMX Virtual Experience, we expect participants to abide by the Event’s Code of Conduct to ensure the environment remains productive, professional and respectful. The following online and digital guidelines will further help ensure we maintain an inclusive community:

- Be respectful of others.
- Avoid conflicts, arguments, boisterous, lewd or offensive behavior, language and gestures.
- Use common sense, kindness and consideration.
- The discussions and comments are meant to stimulate conversation and educational development, not to create undue contention.
- Do not post commercial messages for any product or service.

You may not create audio or video recordings of the Event presentation, in its entirety or any portion of the Event presentation, given by NAVC, any of their speaker(s) and sponsor(s) during the Event (the “Presentation Recordings”), and may not simultaneously broadcast or live-stream the Presentation Recordings or post the Presentation Recordings on any website.

EVENT CODE OF CONDUCT

NAVC is dedicated to creating a safe, welcoming and positive environment for all VMX participants, and we appreciate your assistance in achieving these goals. You agree to treat other event attendees and participants with respect and kindness at all times. In particular, you agree not to harass any VMX participants, including but not limited to the following:

- Offensive comments related to age, race, ethnicity, religion, gender, sexual orientation, disability or physical appearance



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- Sexual or other explicit images in public spaces
- Deliberate intimidation, stalking or following
- Harassing or unwanted photography or recording
- Disruption of educational sessions or other events
- Inappropriate physical contact
- Unwelcome sexual attention
- Demeaning, discriminatory, or exclusionary behavior, jokes or speech

CONSEQUENCES OF UNACCEPTABLE BEHAVIOR

NAVC reserves the right to expel anyone from the event who participates in behavior that NAVC, in its sole discretion, deems harassing, unsafe or otherwise inappropriate. You agree that NAVC will have no liability in connection with such an expulsion, and there will be no refund or compensation of any kind associated therewith.

WHAT TO DO IF YOU WITNESS OR ARE SUBJECTED TO UNACCEPTABLE BEHAVIOR

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a NAVC organizer immediately. NAVC organizers will be happy to help participants contact local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe and welcome during NAVC events.

PERSONAL SAFETY AND SECURITY

Please know that the health, safety and well-being of all of our participants is our first priority. We are monitoring the Coronavirus situation closely and will follow advice from the U.S. Department of State and U.S. Centers for Disease Control and Prevention, our conference centers and conference hotels. Any precautions we may take may impact your attendee experience. Attendees should stay away from all NAVC events if they feel ill. Screening for COVID-19 symptoms upon arrival at a hotel or conference centers may result in denied access, isolation or treatment per the guidance of local authorities.

NAVC works diligently to provide a safe and secure environment at its meetings and events by working with venue staff to make sure meeting participants are safe. We ask that all attendees report any questionable or concerning activity to NAVC staff so that they can take immediate action. No concern is too small, if you see something, say something. If it is an emergency or if you need immediate assistance, you should ask any VMX staff member or the on-site security personnel to help you. Bags may be checked randomly. No bags or property should be left unattended at any time. Unattended property may be removed. Items prohibited at NAVC events include: firearms, knives, blades, other weapons, explosives and hazardous materials or items.

ON-SITE BADGES

NAVC may mail your attendee badge, if not, badges are to be picked up at the event check-in areas during the Event Dates. You may be required to show a government issued picture ID or confirm identity during the check-in process. Badges may contain RFID/NFC tags, which may be used to record your participation in NAVC events and sessions. Badges must be worn and visible at all times while at any NAVC event venue, entertainment or activities. Your event badge may not be shared or exchanged with any other person. Violators' badges may be confiscated, and their participation in NAVC may be terminated, without refund.

CANCELLATION

The NAVC program schedule is subject to change at any time without prior notice. We reserve the right, in our sole discretion, to cancel any event or the conference as a whole, at any time for any reason and without prior notice. NAVC cannot guarantee the attendance of any exhibitor, speaker or entertainer or that any scheduled event will take place. In the event we cancel our in-person conference, NAVC shall automatically transition attendees into the virtual event program and refund the difference in registration fees paid by you for this event. Each person will also be given the opportunity to apply their registration in full the following year. In the unlikely case, all NAVC events are cancelled in full, NAVC will fully refund all registration fees received to date, but shall have no further obligation to you of any type, whether monetary or otherwise. Accordingly, NAVC shall in no event have any liability to you and shall have no other obligation to you of any type except as expressly stated above. Such right of termination shall not be unreasonably exercised. NAVC is not responsible for errors or omissions on the website or promotional materials. Cancelling your NAVC event registration will not automatically cancel your hotel reservations. It is your responsibility to cancel any hotel and all related travel plans. NAVC will not be responsible for any travel plans not cancelled by you including, but not limited to hotel reservations. Any refunds issued (less fees, if any) will be processed and issued 30 days after the initial event end date.



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You acknowledge that you have read the following refunds and cancellation policy:

VMX: Veterinary Meeting & Expo 2024	Now Until 10.30.23	10.31.23 to On-site
Registration	\$65 Fee	No Refund
Workshops & Behind the Scenes Tours	15%	No Refund
Masterclasses & Meet the Professor Luncheons	Full Refund	No Refund
*Returned eCheck/Checks (NSF)	\$35 Fee	\$35 Fee
**Transfer (Substitute) Registration	\$25 Fee	\$25 Fee

*NSF (Non-Sufficient Funds). This fee will be added to the outstanding balance.

**A registrant who wishes to transfer a registration to another person must do so in writing. Registrants who do not have this documentation will be required to pay the full registration fee. Transfers may also be done on-site provided the registrant cancelling has not checked in and has not picked up their event materials. NAVC reserves the right to deny transfer of any registration in its sole discretion.

EVENT GUEST BADGES

Guest badges are for friends and family with no affiliation to the veterinary industry. You hereby certify that your identified guests are not veterinary professionals or veterinary industry professionals. All Guests require a badge including children, regardless of age. Admission into educational sessions, Hands-on Workshops, Masterclasses and Meet the Professor Luncheons is not allowed for guests.

DISCLAIMER

The NAVC may, from time to time, contract third-party professional photographers, videographers, and other service providers to be present at NAVC events (“Approved Third-Parties”). Therefore, please note that any photographs, videos and audio recordings taken at an NAVC event by NAVC or by Approved Third-Parties may be used in future NAVC publications, online or in other NAVC promotional materials or may be used by the Approved Third-Parties. Attendance or participation in the NAVC event constitutes your consent to NAVC’s and the Approved Third-Parties’ use and publication of your image and/or voice in photographs, videotapes, audiotapes or other electronic media pertaining to NAVC’s events and activities.

As a registered attendee of an NAVC event, you acknowledge, agree, and consent to that (i) your basic information of name, address, company, phone and email address will be encoded on your event badge, (ii) NAVC may share, sell or rent limited personal information to exhibitors or sponsors that offer products and services related to veterinary medicine, and (iii) NAVC may also share relevant information with trusted third-party service providers to perform duties such as statistical analysis, packaging and arrange for deliveries. NAVC may also access and/or disclose the information if we believe such action is necessary to (a) comply with the law or legal process served on NAVC, (b) protect and defend the rights or property of NAVC (including the enforcement of our agreements), or (c) act in urgent circumstances to protect the personal safety of other attendees, NAVC employees or contingent staff, users of NAVC services, or members of the public.

Your participation in and attendance at an NAVC event is completely voluntary. NAVC does not guarantee admittance to any specific event, session, entertainment, sponsored event or keynote and reserves the right to refuse admittance to any session, keynote or event to any Attendee, at its sole discretion. NAVC may broadcast certain sessions into overflow rooms to accommodate the access of all attendees. Unless specified otherwise, all events, entertainment, sponsored events, keynotes and sessions are seated on a first-come first-served basis. You accept and assume all risks of any and all personal injury or damage to you and your personal property that you may face while attending an NAVC event, or using affiliated services, and waive any claims against NAVC, its industry partners, and affiliates, and each of their respective employees, volunteers, agents, representatives, and program participants and their guests and/or traveling companions relating to such risks.

NAVC may also contact you to conduct research about your opinion of current services or of potential new services and updates that may be offered. NAVC may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, telephone number) is not transferred to the third party.

FOOD ALLERGIES (FOR ALL ATTENDEES)

We may, from time to time, provide food at our events. In that case, we will work closely with the facilities to create menus that can be enjoyed by all attendees. We will make every effort to accommodate food allergies/restrictions including vegetarian, gluten, nut and seafood allergies. If you have a dietary need, please contact NAVC at info@navc.com. This must be done in writing 45 days prior to the event. If you do not make your dietary needs known to NAVC, we cannot guarantee that we can accommodate you. Please note, onsite orders cannot be accommodated.

PURSUANT TO THE AMERICANS WITH DISABILITIES ACT



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If you have a disability that may impact your participation at a NAVC event, please send an email to info@navc.com briefly describing your needs. Please Note: NAVC cannot assure availability of appropriate accommodations without prior notification of the need 45 days prior to the start of the event. For mobility assistance, NAVC has partnered with Scootaround. Through the on-site rental location, guests may rent mobility scooters, wheelchairs and oxygen equipment for events held at the Orange County Convention Center. Advanced reservations are strongly recommended for scooter or wheelchair rentals. If you did not make your mobility needs known to Scootaround prior to a NAVC event, we cannot guarantee that they can accommodate you. On-site orders may not be accommodated. Visit the [Scootaround](https://locations.scootaround.com/VMX) website (<https://locations.scootaround.com/VMX>) to make a reservation. Call +1.888.441.7575 for more information.

ON-SITE ANIMALS

There are three (3) categories of animals permitted at NAVC events:

1. Service Animals as defined by the Americans with Disabilities Act to include only dogs and miniature horses who are individually trained to do work or perform tasks for people with disabilities. (LINK: https://www.ada.gov/service_animals_2010.htm) Animals whose sole function is to provide comfort or emotional support do not qualify.
2. Animals on exhibit or at NAVC sponsored events who have pre-registered and provided documentation as required by NAVC Expo Team. Pre-registration is mandatory and should be done through the exhibiting company's booth manager. The animal handler MUST wear their NAVC event badge at all times when on-site. For any questions regarding animal handlers, documentation and registration, please contact Expo@NAVC.com.
3. Animals participating in NAVC Hands-on Workshops or required for educational purposes subject to an approved NAVC Institutional Animal Care and Use Committee (IACUC) protocol and under supervision of the NAVC IACUC.

Pets, animal companions and emotional support animals are NOT permitted at the Orange County Convention Center or any NAVC-sponsored events. All animals at NAVC events must be in accordance with the guidelines listed above.

All animals must be under their handler's control at all times. All animals must be harnessed, leashed or tethered unless those devices will interfere with a service animal's work (as defined above). Handlers will be asked to remove their animal from the event if they cannot control the animal.

DAMAGES

You acknowledge that no amount of money, or other remedy available at law, would adequately compensate the NAVC for damages, which the parties agree NAVC would suffer as a result of your violation of the above terms. In the event of a violation, NAVC reserves the right to immediately terminate your attendance privileges and your rights to attend current and future NAVC events. Further, the parties acknowledge that NAVC is entitled to obtain, upon application to a court of competent jurisdiction and without the need to prove actual damages to NAVC or to post bond, a preliminary restraining order and such other temporary or permanent injunctive relief as may be appropriate, to enforce against you the above terms, which injunctive relief shall be in addition to any other rights or remedies available to NAVC.

GOVERNING LAW; VENUE

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Florida and controlling United States federal law, without regard to their conflicts of laws rules. The state and federal courts located in Orange County, Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.

FORCE MAJEURE

NAVC shall have no liability whatsoever if an NAVC event is delayed, changed, or cancelled at any time due to strikes, lockouts, accidents, fires, floods, severe weather, acts of God, healthcare crises, epidemics and pandemics as a result of viral or bacterial illnesses, forced shut-downs, emergencies, war, riots, terrorist attacks, any actions constituting a "force majeure," or any other causes or delays beyond NAVC's reasonable control, whether similar to or different from the causes above enumerated.

WAIVER OF LIABILITY RELATING TO PARTICIPATION IN CERTAIN ACTIVITIES

In connection with your participation in the Conference, or any other activity occurring in connection with the Conference, whether occurring during, prior or after official Conference hours. The Covered Activities may or may not be organized, managed, or monitored by NAVC. From time to time, third parties organize some Covered Activities on NAVC's behalf. This Agreement and the waiver contained in this section (the "Waiver") applies to all of the Covered Activities, whether or not provided, organized, managed, or monitored by NAVC, and you agree that you will not be permitted to participate in any of the Covered Activities unless you agree to the terms of this Agreement and this Waiver.

- A. You understand that your participation in any Covered Activity is potentially hazardous and dangerous. You understand that the risks of injury and illness, including without limitation communicable diseases such as MRSA, influenza, and COVID-19, to you may be



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significant and may include the potential for permanent disability and death. You understand that, while particular rules, equipment, and personal discipline may reduce such risks, the risks of serious injury, illness, and death do exist. You are voluntarily choosing to participate in the Covered Activity and will agree to use all appropriate equipment, tools, materials, and substances properly knowing the dangers involved. You hereby agree to follow any and all instruction given by the moderators, instructors, staff, and organizers of the Covered Activity as it relates to safety of the activities and the equipment, tools, materials, and substances being used. You will also abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations that are adopted for each Covered Activity. You acknowledge that NAVC reserves the right to exclude or eject any and all unruly, rowdy, or disruptive participant from the Covered Activities and that you shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of your disruptive behavior and/or ejection. You understand that NAVC may require you to execute a separate waiver of liability relating to your participation in a Covered Activity on-site, and that such waiver shall be in addition to, and not in limitation of, the Waiver contained in this Agreement.

- B. TO THE FULLEST EXTENT ALLOWABLE BY LAW, IN CONSIDERATION OF YOUR PARTICIPATION IN ANY COVERED ACTIVITIES, YOU HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY NAVC AND ITS MEMBERS, EXHIBITORS, VISITORS, ATTENDEES, PARTICIPANTS, BUSINESS PARTNERS, SPONSORS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, LESSORS, INSURERS, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY WITH NAVC OR ON NAVC'S BEHALF, AND ALL AFFILIATES OF SUCH PERSONS OR ENTITIES (COLLECTIVELY WITH NAVC, THE "Releasees"), ON BEHALF OF YOURSELF, YOUR SUCCESSORS, CHILDREN, PARENTS, GUARDIANS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATE (COLLECTIVELY, THE "Releasors") FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, WHETHER OR NOT ARISING OUT OF ACTS OR OMISSIONS OF PASSIVE OR ACTIVE NEGLIGENCE OR ANY OTHER ACTION OR INACTION ON THE PART OF THE RELEASEES (COLLECTIVELY, THE "Released Liabilities"), RELATED TO YOUR (1) PARTICIPATION IN THE COVERED ACTIVITIES; (2) PRESENCE AT ANY FACILITY OWNED, OPERATED, OR USED IN CONNECTION WITH THE COVERED ACTIVITIES; AND (3) USE OF ANY EQUIPMENT, TOOLS, MATERIALS, AND SUBSTANCES THAT MAY BE MADE AVAILABLE IN CONNECTION WITH THE COVERED ACTIVITIES OR THAT MAY BE LOCATED AT ANY FACILITY USED IN CONNECTION WITH THE COVERED ACTIVITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU, FOR YOURSELF AND THE RELEASORS, HEREBY EXPRESSLY, KNOWINGLY, AND FREELY ASSUME AND ACCEPT ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY, ILLNESS, OR DEATH, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES, THAT MAY ARISE FROM OR OTHERWISE RELATE TO YOUR PARTICIPATION IN ANY COVERED ACTIVITY.
- C. Without limitation of the generality of the foregoing, you agree that the Releasees shall not be held liable or responsible in any way should you be injured while you are present on, participate in any activities at, or use any equipment, tools, materials, and substances that may be made available or are located at, any facility owned, operated, or used in connection with the Covered Activities. Further, without limitation of the foregoing, you agree that if you purchase goods or participate in any activities provided by third parties (such as, for example, consuming food, drinks, or alcohol), that the Releasees will have no liability or responsibility whatsoever in connection with you choosing to do so.
- D. You understand that no medical insurance benefits have been or will be provided to you in connection with your participation in any Covered Activity. You acknowledge that you will have to pay for any and all medical attention required for any injury you may suffer. You consent to emergency medical care and transportation and to obtain treatment medical as professionals may deem appropriate. This Agreement extends to any liability arising out of or in any way connected with medical treatment and transportation provided in the event of an emergency.
- E. You hereby represent and warrant that you are physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent or hinder your participation in any of the Covered Activities. You acknowledge that it has been recommended that you have an annual physical exam and consultation with your physician if deemed necessary by your physician to assess your ability to participate in the Covered Activities. You acknowledge that you have had a physical exam and have been given permission to participate or that you have decided to participate in the applicable Covered Activities without the approval of your physician. You assert that you understand the risks of the Covered Activities and that you will adhere to any and all rules and regulations relating to the Covered Activities.
- F. You agree and acknowledge that the Releasees have made no representation or warranties with respect to the condition, use or maintenance of any equipment, tools, materials, and substances or any facility owned, operated or used in connection with the Covered Activities or any results associated with any Covered Activities, or any other matter or thing relating to the Covered Activities. Your participation in the Covered Activities is completely voluntary and solely at your own risk.

WAIVER OF LIABILITY WITH RESPECT TO MINOR CHILDREN

If you intend for your minor child to engage in any Covered Activity (as defined above), you hereby agree that the Waiver set forth above applies with respect to any such Covered Activities in which the minor child participates, *mutatis mutandis*, as if the minor child was executing this Waiver, and you hereby execute this Waiver on behalf of and as legal guardian for such minor child. You also agree that you have reviewed the following notice:



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READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES (AS DEFINED ABOVE) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES (AS DEFINED ABOVE) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS AGREEMENT, AND THE RELEASEES (AS DEFINED BELOW) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS AGREEMENT.

WAIVER OF LIABILITY RELATING TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

NAVC has put into place preventative measures to reduce the spread of COVID-19; however, NAVC cannot guarantee that you, your guest(s), or other individuals traveling with you will not become infected with COVID-19 or another type of bacterial or viral illness or disease, whether or not related to COVID-19 and whether now existing or later identified (collectively, a "Disease"). Further, attending could increase your risk, your guest(s) risk, or the risk of other individuals traveling with you of contracting a Disease.

By electronically signing this agreement, you acknowledge the contagious nature of COVID-19 and other Diseases and voluntarily assume the risk that you, your guest(s), and/or individuals traveling with you may be exposed to or infected by a Disease by attending an NAVC in-person event and that such exposure or infection may result in personal injury, illness, permanent disability and death. You understand that the risk of becoming exposed to or infected by a Disease at VMX may result from the actions, omissions or negligence of yourself and others, including, but not limited to, NAVC, its industry partners, and affiliates, and each of their respective employees, volunteers, agents, representatives, and program participants and their guests and/or traveling companions.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, your guest(s), and/or individuals traveling with you (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that you, your guest(s), and/or individuals traveling with you may experience or incur in connection with your attendance at an NAVC event or participation in NAVC programming. On behalf of yourself and each of your guest(s), and/or individuals traveling with you, you hereby release, covenant not to sue, discharge, and hold harmless NAVC, its industry partners, and affiliates, and each of their respective employees, volunteers, agents, representatives, and program participants and their guests and/or traveling companions, of expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any claims based on the actions, omissions, or negligence of NAVC, its industry partners, and affiliates, and each of their respective employees, volunteers, agents, representatives, and program participants and their guests and/or traveling companions, whether infection with a Disease occurs, before, during, or after participation in an NAVC event or participation in NAVC programming.

WAIVER OF CONSEQUENTIAL DAMAGES

YOU AGREE AND ACKNOWLEDGE THAT NAVC (INCLUDING ITS OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, AFFILIATES, LEGAL REPRESENTATIVES AND ASSIGNS) ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY INJURY, LOSS, CLAIM, COST, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN THE CONFERENCE, ANY COVERED ACTIVITY, OR ANY CLAIMS THAT MAY RESULT DIRECTLY OR INDIRECTLY THEREFROM, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

PREVAILING PARTY; WAIVER OF JURY TRIAL

You agree that should any party sue for a breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs associated with the breach. YOU FURTHER AGREE THAT SHOULD ANY LEGAL ACTIONS BE FILED, ONE AGAINST THE OTHER, AT ANY TIME IN THE FUTURE, EACH PARTY HERETO AGREES TO WAIVE TRIAL BY JURY.

MISCELLANEOUS



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You understand that this Agreement is a contract and you are entering into it and providing the releases of liability contained herein knowingly and voluntarily and without any coercion. You also acknowledge that you have had a reasonable period of time within which to consider this Agreement and the release contained herein prior to signing it. You understand that Releasees are relying upon this Agreement in permitting you to participate in the Conference and the Covered Activities and that this Agreement shall remain in full force and effect forever. You understand that this Agreement constitutes and contains the entire agreement between you and NAVC concerning the subject matter of this Agreement and supersedes all prior negotiations, agreements, or understandings between us concerning any of the provisions of this Agreement. If any portion of this Agreement is found to be unenforceable, NAVC and you desire that all other portions that can be separated from it, or appropriately limited in scope, shall remain fully valid and enforceable.

BY PROVIDING US WITH YOUR SIGNATURE, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT. YOU FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. YOU UNDERSTAND THAT YOU AND THE RELEASORS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE AGREED TO BE BOUND BY THIS AGREEMENT FREELY AND VOLUNTARILY.

For any questions related to these guidelines, please contact us at Info@NAVC.com or +1.352.375.5672. Thank you for your interest in the NAVC.