

## **TERMS AND CONDITIONS**

By completing my registration for and attending the Western Association of Food Chains ("WAFC") Convention 2027 (the "Event") I, on behalf of myself and my heirs and successors, acknowledge, understand, and agree to the following terms and conditions:

### **WAIVER AND RELEASE OF LIABILITY**

- I understand that my voluntary attendance at, and participation in, the Event and activities related to the Event is accompanied by risk, including injury and death. I agree to accept and assume the risk of any and all dangers, risks, and hazards of the Event and activities related to the Event, including but not limited to, personal injury, contracting communicable diseases, illness, temporary or permanent disability, property theft or damage, and death. I also voluntarily accept and assume any and all risk that I may be exposed to dangers, risks and hazards during periods of travel to and from the Event and the host city.
- I acknowledge and understand that attendance may, among other things, may expose me to an increased risk of contracting the 2019 Novel Coronavirus Disease (COVID-19) virus or other forms of illness and that if I am exposed to or infected by COVID-19 or another form of illness, I could infect others, including members of my family and household, co-workers, and others with whom I spend time in close quarters. I agree that I alone am assuming these risks and their consequences.
- I agree to abide by and follow the Center for Disease Control's (CDC) recommendations or requirements, for the prevention of the spread of COVID-19 and other communicable diseases in place in the Event host city which are implemented for the protection of my health and others' health. I further agree to abide by and follow and similar recommendations or requirements of an applicable state or local agency or the owners or operators of any facilities utilized for the Event. This includes, without limitation, mask wearing and monitoring oneself for any symptoms of illness.
- I warrant that I will not attend the Event if I display any symptoms of illness, and that I will remove myself from the Event if I develop any symptoms of illness while at the Event. If requested to do so by WAFC or the owners or operators of any facilities utilized for the Event, I will wear all appropriate personal protective gear as requested, including, but not limited to face coverings covering my nose and mouth, while attending the Event.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND AGREE TO HOLD HARMLESS WAFC, ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, PARTNERS, SUCCESSORS OR ASSIGNS FROM any AND ALL CLAIMS FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION FOR ANY DEATH, PERSONAL INJURY, LOSS OF USE, LOST DATA, LOST BUSINESS OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH MY REGISTRATION, PARTICIPATION, OR ATTENDANCE AT THE EVENT.

### **USE OF IMAGE AND LIKENESS**

#### **Image And Likeness**

- By attending the Event, I grant permission to the WAFC, its employees, directors, officers, agents, volunteers, sponsors and affiliates, and their representatives, successors, and designees, to use my name, voice, likeness, photographs, videos, recordings or any other record for any legitimate promotional purposes for the club. I hereby give the WAFC the permission to use my image in perpetuity in any photos or videos that are taken at WAFC events and used to promote the WAFC or in any other promotional videos which may benefit WAFC whether created by WAFC or a third party.

### **CANCELLATION POLICY AND REFUNDS**

- ## MUTUAL INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

**By completing your registration, I confirm that I have read these TERMS AND CONDITIONS and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent to its provisions; and that my consent is informed and freely given.**