



NAVC EVENT REGISTRATION AGREEMENT (THE “AGREEMENT”)

Activity: Veterinary Meeting Expo (VMX)

At the North American Veterinary Community (NAVC), we enjoy a positive relationship with our event attendees. Because we receive a high volume of attendance from various members, sponsors and media, and other stakeholders (collectively, “Attendees” or “You”), we require their full compliance with the following Agreement. Further, before you can participate in any 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. This Agreement and our event-related policies are designed to help ensure that you and other Attendees enjoy the best experience possible.

By registering for and/or attending the NAVC event(s) described in your registration form (the “Event”), and by executing this Agreement, you are acknowledging that you agree to the following terms and conditions as they may be updated from time to time, which constitutes a binding agreement between you and NAVC. **IF YOU DO NOT WISH TO AGREE TO THIS AGREEMENT, YOU DO NOT HAVE PERMISSION TO ATTEND OR PARTICIPATE IN OUR EVENT, AND YOU ARE INSTRUCTED NOT TO REGISTER FOR, ATTEND, OR PARTICIPATE IN THE EVENT.**

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “ATTENDEE” AND “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. **IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT.**

Additional terms may apply with respect to particular Event-related programs (as updated by NAVC from time to time, the “Additional Program Terms”). Additional Program Terms may be made available through the applicable program. In the event of any conflict or inconsistency between this Agreement and any Additional Program Terms, the Additional Program Terms will control to the extent of such conflict or inconsistency, solely with respect to the applicable Program.

NAVC EVENT POLICIES AND GUIDELINES

- All persons present, whether in-person or in another format, for the Event must be registered for the Event. In-person Attendees must have a guest badge, including anyone under the age of 18, that must be visibly displayed at all times while at the Event.
- NAVC may, in its sole discretion, limit and/or restrict participation in the Event by Attendees, minors, or guests. Minors must be registered as guests of an adult Attendee.
- Attendees and their guests shall not engage in any Prohibited Conduct as defined in the Event Code of Conduct below.
- Attendees may not disrupt any sessions, workshops, special events or the overall Event experience in any way. Disruption is behavior that may interfere with the orderly conduct of the Event or the enjoyment of the Event by other persons and includes, but is not limited to, shouting, interruption, using profanity, verbal outbursts, behavior that draws inappropriate attention or is offensive to others, or failure to follow the directions of Event personnel. NAVC shall have sole discretion to determine what constitutes disruptive conduct.
- Remarks or discussions during presentations must deal with the major issues regarding the presentation. Minor issues must be reserved 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 or its licensors. 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 or relevant rights holder. I agree that I have or will obtain all appropriate licenses and rights to use copyrighted materials and other intellectual property owned or controlled by third parties prior to using such materials and property during or after the Event (including, but not limited to, while I am on the premises of the venue(s) hosting the Event).
- You shall not publish or post any articles, pictures, materials or any other information regarding or obtained from the 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 sessions (including workshops and the expo hall) without prior written consent from the NAVC.
- NAVC is committed to providing a safe and healthy environment for all attendees. The use of all tobacco and nicotine products – including cigarettes, smokeless tobacco, and electronic nicotine delivery systems (vapes) – is strictly prohibited in all Event spaces, including but not limited to: exhibit halls, session rooms, registration areas, ballrooms, pre-function foyers, outdoor terraces, and outside of designated smoking areas.
- Any person who attends the 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 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. Attendees under the age of 21 may not drink alcoholic beverages at the Event or attempt to induce NAVC or Event host to serve alcoholic beverages to them at the Event. NAVC and Event host event staff have the right to deny alcoholic beverage service to participants for any reason and may require a participant to leave the Event.

The NAVC reserves the right, in its sole discretion, to deny, refuse or revoke admission prior to and/or at the Event who does not comply with this Agreement or any of the policies, rules, or directions governing participation in the Event. If you fail to comply with this Agreement, NAVC may remove or refuse entry without any refund and may bar you from participating in future NAVC Events.

ONLINE POLICIES AND GUIDELINES

For all interactions during the Event Virtual Experience, whether chat-based or in another digital medium, we require participants to abide by the Event’s

Code of Conduct, as contained in this Agreement, to ensure the environment remains productive, professional, and respectful. Specifically, the following online and digital guidelines must be adhered to and will 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;
- Remarks or discussions during presentations must deal with the major issues regarding the presentation. Minor issues must be reserved for direct communication with the authors and/or presenters; and
- Refrain from posting commercial messages for any product or service, which messages are prohibited under this Agreement.
- Refrain from engaging in any Prohibited Conduct.

You may not create audio or video recordings of the Event Virtual Experience or any other virtual Event presentation, in its entirety or any portion, whether given by NAVC Parties or any of their speaker(s) and sponsor(s) (the "Presentation Recordings"). Further, you may not simultaneously broadcast or live-stream any Presentation Recordings or post the Presentation Recordings on any website or otherwise disseminate the Presentation Recordings in any way.

EVENT CODE OF CONDUCT

NAVC is dedicated to creating a safe, welcoming and positive environment for all Event Attendees and Guests, and we appreciate your assistance in achieving these goals. You agree to behave (and to cause your Guests to behave) in accordance with this section, termed the "Event Code of Conduct," and to treat other Attendees and participants with respect and kindness at all times. In particular, you agree not to engage in any prohibited conduct at any Event. "Prohibited Conduct" is determined in the sole discretion of NAVC and includes, but is not limited to the following:

- Making offensive or unwelcome comments related to age, race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, physical appearance, or any other characteristic protected by applicable law;
- Engaging in sexual harassment, meaning unwelcome, unsolicited, and unreciprocated sexual advances, requests for sexual favors, displaying or otherwise sharing sexual or other explicit images in public spaces, and other physical conduct, comments, or gestures of a sexual nature that has or that might reasonably be expected to be perceived to offend, humiliate, or intimidate another person;
- Engaging in intimidation, stalking or following;
- Possessing prohibited items, including, but not limited to, weapons of any kind (including knives, firearms, or other items that may cause harm to others), illegal drugs, and other materials deemed hazardous or dangerous.
- Theft, vandalism, or destruction of property;
- Taking unwanted photos or recordings, or otherwise invading another's privacy where there is a reasonable expectation of privacy;
- Exhibiting behavior that is disruptive, obstructive, unruly, unprofessional, or inappropriate as determined by NAVC, including, without limitation, within educational sessions or other events;
- Making or threatening inappropriate physical contact or the use of any physical force or weapon against any person; and displaying demeaning, discriminatory, or exclusionary behavior, including making demeaning, discriminatory, or exclusionary jokes or speech.

All persons entering the Event are subject to reasonable search to protect the safety of the public and to ensure compliance with this Event Code of Conduct.

All persons entering the Event will be expected to abide by all applicable federal, state and local laws.

CONSEQUENCES FOR VIOLATION OF EVENT CODE OF CONDUCT

NAVC reserves the right to expel anyone from the Event who participates in Prohibited Conduct and/or that NAVC, in its sole discretion, deems unacceptable or otherwise inappropriate. **You agree that the NAVC Parties 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 EXPERIENCE VIOLATIONS OF EVENT CODE OF CONDUCT OR ARE SUBJECTED TO UNACCEPTABLE BEHAVIOR

If you are being subjected to Prohibited Conduct, notice that someone else is being subjected to Prohibited Conduct, or have any other concerns, please contact an Event organizer immediately.

PERSONAL SAFETY AND SECURITY

Please know that the health, safety and well-being of all of our participants is our first priority. We 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. I recognize that an inherent risk of exposure to infectious illnesses exists in any public place where people are present. I also understand that NAVC cannot eliminate the risk of me contracting infectious illnesses in connection with the Event, and that the risk of becoming exposed to or infected by an infectious disease may result from the actions, omissions, or negligence of others who may attend the Event or their families, colleagues, or others with whom they may have contact. As such, without limiting the generality of this Release, **I hereby VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS RELATED TO EXPOSURE TO INFECTIOUS DISEASES AND AGREE NOT TO SUE THE NAVC PARTIES FOR ANY OF THE CLAIMS THAT I HAVE RELEASED, WAIVED, AND DISCHARGED.**

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 Event staff member or the on-site security personnel to help you, or dial emergency services at 911. Bags may be checked randomly. No bags or other personal property should be left unattended at any time. Unattended personal property may be removed. Items prohibited at the Event include all 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 the Event and sessions. Badges must be worn and visible at all times while at the Event. 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 Event program schedule is subject to change at any time without prior notice. We reserve the right, in our sole discretion, to cancel the Event as a whole, or to change any sessions at the Event, 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 the in-person Event, NAVC may transition attendees into the Event's Virtual Experience without refund. Each registrant will also be given the opportunity to apply their registration in full the following year. In the unlikely case that the entire Event, both in-person and virtual, is cancelled in full, NAVC may fully refund all registration fees received to date, but shall have no further obligation to you of any type, whether monetary or otherwise.

Accordingly, in the event of cancellation, NAVC shall have no 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 of the Event Host or on other Event promotional materials produced or published by parties other than NAVC. Cancellation of 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 canceled by you, including, but not limited to, hotel reservations.

Any refunds issued by NAVC (less fees, if any) will be processed and issued 30 days after the initial event end date. You acknowledge that you have read the following refunds and cancellation policy and rates:

Veterinary Meeting & Expo (VMX)	Up to 11/30	12/1 to onsite **1/7 to Onsite
Registration Onsite and Virtual	\$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 (Substitution) Registration	\$65 Fee	\$65 Fee - ** No Transfer
Wire Transfer Fee (attendee)	\$35 Fee	\$35 Fee
Replacement Badge (attendee)	\$25 Fee	\$25 Fee
Replacement Badge (Exhibitor)	\$100 Fee	\$100 Fee
Add-On items (Virtual Add-On, Proceedings, VetFolio) & VMX Lion Club*hotel room needs to be transferred to new hotel		
<i>Within Seven (7) Days of purchase</i>	\$65 Fee	No Refund
<i>Within 30 days and VetFolio not active</i>	\$65 Fee	No Refund
<i>After 30 days, VetFolio remains active</i>	\$269 Fee	No Refund

*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

All Attendees require a badge. Guest badges may only be issued to (1) those with no affiliation with the veterinary industry, and to (2) those children who are under 18 years of age and are accompanied by an Attendee who is 18 years of age and older. Minors and persons with no affiliation with the veterinary industry must be registered as guests of an adult Attendee. NAVC may, in its sole discretion, limit and/or restrict participation in the Event by minors or guests. **An Attendee seeking a guest badge hereby certifies that any and all of the Attendee's identified guests are not veterinary professionals or veterinary industry professionals, and agrees to be responsible for the acts and omissions of their guest.** Admission into educational sessions, Hands-on Workshops, Masterclasses and Meet the Professor Luncheons is not allowed for guest badge holders.

DISCLAIMERS AND WAIVER

The NAVC may, from time to time, contract third-party professional photographers, videographers, security contractors, and other service providers to be present at the Event ("Approved Third-Parties"). Therefore, please note that any photographs, videos and audio recordings taken at the 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 for the purposes previously authorized by NAVC. Attendance or participation in the Event constitutes your consent, and the consent of any minor children accompanying you at the Event, to NAVC's and the Approved Third-Parties' use and publication of your and any accompanying minor children's image and/or voice in photographs, videotapes, audiotapes or other electronic media pertaining to NAVC's events and activities. This includes, without limitation, consent to photographed, filmed, or otherwise recorded at the Event by NAVC or an Approved Third-Party to ensure the security and non-disruption of the Event.

As a registered attendee of the 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; therefore, when an exhibitor scans your badge, you are consenting to share such information with that exhibitor for future communications; (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 the 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.

Additionally, you agree that you are fully aware that attendance and participation in the Event (including any related travel) carries with it certain inherent
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risks that cannot be eliminated regardless of the care taken to avoid such injuries ("Inherent Risks"). Inherent Risks may range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as joint or back injuries, broken bones, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. You understand the nature of the Event, and to the maximum extent permitted by law, **you agree to voluntarily accept and solely assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.** You further agree to voluntarily waive any claims against the NAVC Parties 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 the Event. In that case, we will work closely with the facilities to create menus that can be enjoyed by as many Attendees as possible. We will make reasonable efforts 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 at least 45 days prior to the event. If you do not make your dietary needs known to NAVC, we may not be able to accommodate you. On-site orders may not be accommodated.

You acknowledge and understand that although NAVC will take reasonable steps to safely handle and label foods that contain potential allergens, cross-contamination may occur. Further, you acknowledge and agree to voluntarily accept and solely assume all risk of loss, personal injury, sickness, death, damage, and expense arising from potential food allergen exposure.

PURSUANT TO THE AMERICANS WITH DISABILITIES ACT

If you have a disability that may impact your participation at the Event, please send an email to info@navc.com briefly describing your needs. NAVC cannot assure availability of appropriate accommodations without prior notification of the need 45 days prior to the start of the event.

ON-SITE ANIMALS

There are three (3) categories of animals permitted at the Event:

1. Service Animals as defined by the Americans with Disabilities Act. (LINK: https://www.ada.gov/service_animals_2010.htm). Please note that animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the Americans with Disabilities Act
2. Animals on exhibit or otherwise at the Event who have been pre-registered by a duly registered Attendee and for which the duly registered Attendee has provided documentation as required by NAVC Event Team. Pre-registration is mandatory and should be done through the exhibiting company's booth manager. The animal handler MUST wear their 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.

For the avoidance of doubt, pets, animal companions, and emotional support animals are NOT permitted at the Orange County Convention Center or at any element of the Event. All animals at the Event must be in accordance with the guidelines listed above.

All animals present at the Event 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 by the Americans with Disabilities Act). Handlers will be asked to remove their animal from the event if they cannot control the animal.

EMERGENCY NOTIFICATION SYSTEM

You understand and agree that NAVC may send or attempt to send you alerts via phone call, text message, and email relating to emergencies or other important information concerning the Event. You will typically receive at least two messages via notification methods: an initial alert informing you of the emergency or information; and subsequent messages with more information, and/or an "all clear" indicating the incident has been resolved, in each case as applicable. These alerts will be sent to the contact information you provide.

INDEMNIFICATION

I agree to defend, indemnify, and hold harmless NAVC, its affiliates, and their past, current, and future directors, officers, employees, and agents (collectively, the "NAVC Parties") from and against any and all Liabilities arising out of or relating to: (i) any actual or alleged infringement or other violation of any third party's copyright or other intellectual property or proprietary rights; (ii) any third party's marketing or advertising practices, or any dispute relating thereto; and (iii) any third party's business practices, or any dispute relating thereto.

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 breach or default of this Agreement. In the event of a breach or default of the Agreement, 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; INTERPRETATION

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of Florida without regard to its choice of law provisions. 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 to this Agreement hereby irrevocably submits and consents to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding arising out of or relating to this Agreement, and irrevocably agrees not to, and waives any right to assert, that it is not personally subject to the jurisdiction of such courts, that such courts are an inconvenient forum, or that venue in such courts is improper.

This Agreement is intended to be as broad and inclusive as permitted by applicable law and if any portion of it is held invalid by a court of competent jurisdiction, it is agreed that the balance shall notwithstanding continue in full legal force and effect to the maximum extent permitted by applicable law.

FORCE MAJEURE

NAVC shall have no liability whatsoever to you if the 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, or any other causes or delays beyond NAVC's reasonable control, whether similar to or different from the causes above enumerated (each, a "Force Majeure Event"). In the event that a Force Majeure Event occurs, NAVC shall promptly contact Attendees about the impacts of the Force Majeure Event on the Event.

WAIVER OF LIABILITY WITH RESPECT TO MINOR CHILDREN

NAVC may, in its sole discretion, limit and/or restrict participation by minors in the Event, in whole or in part. If you intend for your minor child to engage in any activity at the Event, you hereby agree that the Waiver set forth in the Disclaimers and Waivers section above applies with respect to any activity at the Event in which the minor child participates to the maximum extent permitted by applicable law, 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:

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 NAVC PARTIES 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 NAVC PARTIES (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 NAVC PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS AGREEMENT.

WAIVER OF DAMAGES AND LIMITATION OF LIABILITY

YOU AGREE AND ACKNOWLEDGE THAT THE NAVC PARTIES ASSUME NO RESPONSIBILITY, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, 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 EVENT OR ANY CLAIMS THAT MAY RESULT DIRECTLY OR INDIRECTLY THEREFROM, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF NAVC IS LIABLE TO YOU FOR ANY REASON, NAVC'S TOTAL LIABILITY TO YOU IN RELATION TO THE EVENT IS LIMITED TO THE AMOUNT OF YOUR REGISTRATION FEES RECEIVED BY NAVC FOR THE EVENT.

PREVAILING PARTY; WAIVER OF JURY TRIAL

In the event any legal action, suit or other proceeding involving this Agreement is brought, the prevailing party in such enforcement action shall be entitled to be reimbursed by the non-prevailing party for the amount of all reasonable attorneys' fees, experts' fees, and other costs incurred by the prevailing party in connection with such action, suit or proceeding. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION, SUIT, OR PROCEEDING BETWEEN THE PARTIES RELATING TO THIS AGREEMENT.

MODIFICATIONS TO THIS AGREEMENT

NAVC may modify this Agreement at any time by posting a revised version on our website or the Event registration page. The modified Agreement will become effective upon posting. By attending and/or participating in the Event after the effective date of any modifications to this Agreement, you agree to be bound by the Agreement, as modified from time to time. Please check NAVC's Event website regularly for modifications to this Agreement. NAVC last modified this Agreement on the date listed in the footer of this Agreement. Nothing contained in any purchase order, terms and conditions, or invoice provided by you will in any way modify or add any additional terms and conditions to this Agreement.

MISCELLANEOUS

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 acknowledge that you are at least 18 years of age or the age of majority in your jurisdiction of residence, whichever is older, and that you are fully competent and have full right, power, and authority to enter into this Agreement. You also acknowledge that you have had a reasonable period of time within which to consider this Agreement and the releases contained herein prior to signing it. You understand that the NAVC Parties are relying upon this Agreement in permitting you to participate in the Event and that this Agreement shall remain in full force and effect indefinitely, to the maximum extent permitted by applicable law. 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 OR ELECTRONIC ASSENT, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, THAT YOU UNDERSTAND THAT YOU AND ANY OTHER RELEASORS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND THAT YOU FREELY AND VOLUNTARILY AGREE TO BE BOUND BY THIS AGREEMENT.

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