

**NCPA PARTICIPANT AGREEMENT**  
**October 18-19, 2020**

**THIS AGREEMENT (“AGREEMENT”) IS AN IMPORTANT LEGAL DOCUMENT. IT IS CRITICAL THAT YOU READ AND UNDERSTAND THIS AGREEMENT COMPLETELY. THESE TERMS CONTAIN IMPORTANT REQUIREMENTS, RESTRICTIONS, CONDITIONS, AND OTHER PROVISIONS THAT AFFECT YOUR RIGHTS, INCLUDING A WAIVER AND RELEASE OF CLAIMS.**

By registering for and participating in any event hosted by NCPA or its affiliates (any a “Virtual Event”), you, on your behalf and on behalf of any other third party acting on your behalf (collectively “you” or “Attendee”) hereby agree to these Rules and Regulations, with NCPA and its affiliates (collectively “NCPA”).

**Consent to Record.** By participating in the Virtual Event, Attendee agrees that its name, photograph, voice, biographical information, likeness, name, comments, voice, persona, writings and/or personal property recordings, children (if applicable), testimonial, endorsement and any intellectual property rights on all elements contained in or resulting from participation in the Virtual Event (collectively the “Likeness”) shall be captured, displayed, and may be used in any and all media or forms by NCPA or third parties without compensation or notice, including for promotional or advertising purposes. Attendee further agree to release and hold harmless NCPA and its affiliates, and the officers, directors, agents, and employees of such companies, from any and all damages, injuries, claims (specifically including but not limited to any claim that content used in any media using or displaying the Likeness infringes the intellectual property rights of a third party or violates the laws and regulations governing the use and exchange of protected health information), causes of action, or losses of any kind resulting from use of the Likeness. Attendee further grants NCPA and third parties a royalty-free, perpetual, irrevocable license to reproduce, distribute, publicly perform, and publicly display the Likeness, including any associated intellectual property, such as images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, to prepare derivative works based upon the Likeness, and to grant sublicenses to third parties to exercise these licensed rights. Attendee understands and agrees this permission signifies that photographic or video recordings and Attendee may be electronically displayed, reproduced, recreated, recorded, performed, exhibited, distributed, copied, edited, changed, modified, added to, subtracted from, re-titled and adapted, and otherwise used and exploited without having to give any compensation or attribution to Attendee or any third party via the Internet or in other public settings without notice.

**No Recordation.** Attendee further agrees it shall not use any audio or video recording technology (including devices with digital camera functionality, such as smartphones or tablets, and recording software, such as screen capture or similar software) during a presentation and not record or photograph any speakers or any presentation at the Virtual Event, unless expressly permitted by NCPA. Attendee shall not make any part of the materials presented at the Virtual Event (any “Materials”) public or issue any press releases related to the Virtual Event without express prior written approval from NCPA (“Public Statements”). Among any other remedies available to it, NCPA expressly reserves its right to terminate this Agreement immediately upon notification that any Public Statements have been distributed in violation of this provision, and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to NCPA.

**Compliance with Laws.** If you upload or create or otherwise display any materials, images, or content (any “Materials”) during the Virtual Event, you shall be solely responsible for securing and maintaining compliance with any necessary permits, clearances, licenses, royalties, permissions, or other use restrictions associated with or required by the Materials, and for ensuring that no part of the Materials violates any federal, state, or local law, rule, or regulation, including but not limited to any licensing rules and regulations, or trademark or copyright rules and regulations. You further will be responsible for complying with any rules, regulations, or other obligations of NCPA, including without limitation the Code of Conduct.

**Indemnification.** Attendee, on behalf of yourself, and your successor, heirs and/or assigns (collectively the "Indemnifying Party") agrees, at its own expense, to indemnify, defend, and hold harmless NCPA, its affiliates, officers, agents, and employees (the "Indemnified Party") against any demands, actions, suits, damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys' fees and costs, of whatever kind or nature (collectively "Claims") incurred by the Indemnified Party, as a result of the Indemnifying Party's willful misconduct or negligence in performing its obligations under this Agreement or any other violation of any federal or state law, rule or regulation, including, without limitation, laws, rules, and regulations associated with the use and distribution of personal information, labor or employment laws and regulations, patent law, copyright law, trade secrets, or licensing requirements

**RELEASE. ATTENDEE HEREBY AGREES IT SHALL RELEASE, WAIVE, DISCHARGE AND FURTHER COVENANTS THAT IT SHALL NOT SUE NCPA, MEMBERS, ATTENDEES, OR NCPA'S AFFILIATES, OR ANY OTHER PARTICIPANT AT, HOST OR SPONSOR OF THE VIRTUAL EVENT, OR THE OFFICERS, DIRECTORS, AND EMPLOYEES OF NCPA OR ITS AFFILIATES (COLLECTIVELY, THE "RELEASEES"), FROM AND FOR ANY LIABILITY RESULTING FROM MY PARTICIPATION IN THE VIRTUAL EVENT, INCLUDING ANY USE OF THE LIKENESS, ANY INJURY TO PERSON OR PROPERTY, HOWEVER CAUSED, ARISING FROM, OR IN ANY WAY RELATED TO, THE VIRTUAL EVENT, EVEN IF SUCH INJURY ARISES FROM THE MISCONDUCT OR NEGLIGENCE OF THE ABOVE RELEASEES, AS APPLICABLE. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**LIMITED LIABILITY DISCLAIMER. IN NO EVENT SHALL NCPA, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE FOR ANY CLAIM FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**No Warranty. Attendee acknowledges that the Virtual Event involves participation online, including at the NCPA website or partner website, and such platforms and services (collectively the "NCPA Website") are provided "AS IS", "AS-AVAILABLE" and "WITH ALL FAULTS." NCPA, and its affiliates, makes no representations or warranties as to the NCPA Website or other platform used for the Virtual Event. Attendee's access and participation at the Virtual Event is at its own risk. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NCPA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NCPA DOES NOT WARRANT THAT THE NCPA WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR- FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE NCPA WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**Attendee acknowledges and agrees that it is voluntarily giving up substantial legal rights, including, but not limited to the right to sue NCPA, to receive a jury trial, or to participate as a plaintiff or as a class member in any claim on a class or consolidated basis or in a representative capacity. Attendee agrees to submit to final and binding arbitration to resolve all disputes arising out of the Virtual Event, including the issue of whether any such disputes may be arbitrated.**

**MISCELLANEOUS.** This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.