

## **WAIVER AND RELEASE OF CLAIMS**

### **PLEASE READ CAREFULLY – THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS**

By registering for and attending the AVMA Convention, either in person or virtually, you, on behalf of yourself and your Guests (including, without limitation, family members) (“Guests”), assume all risks associated with your attendance and participation in all on- and off-site, or virtual, activities that are part of or affiliated with the AVMA Convention. By registering for this meeting, you, on behalf of yourself and your Guests, agree to indemnify, defend, and hold harmless the AVMA, its officers, directors, employees, and agents from all allegations, claims, actions, losses, damages, costs, expenses (including reasonable attorney’s fees) or liability of any kind arising out of or related to attendance and participation at the AVMA Convention by you and your Guests, including without limitation, personal injury (including death) or any damage caused by you or any of your Guests to any venue utilized by AVMA for the Convention, or your failure to comply with applicable law or the rules and regulations of the Pennsylvania Convention Center or other venue.

**TO THE FULLEST EXTENT PERMITTED BY LAW, I, ON BEHALF OF MYSELF AND MY GUESTS, DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE AMERICAN VETERINARY MEDICAL ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, INSURERS AND AGENTS OF AND FROM ANY AND ALL, AND ALL MANNER OF CHARGES, CLAIMS, ACTIONS, RIGHTS, DEMANDS, DEBTS, LIABILITY, ACTIONS, CLAIMS FOR ATTORNEYS’ FEES, DAMAGES OF ANY KIND AND NATURE WHATSOEVER, IN LAW OR EQUITY, INCLUDING BUT NOT LIMITED TO CLAIMS FOR RIGHTS RELATED TO PRIVACY OR MISAPPROPRIATION OF IMAGE OR LIKENESS, PROPERTY DAMAGE AND/OR BODILY INJURY, EVEN IF CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF THE ACTS OR OMISSIONS OF THE AMERICAN VETERINARY MEDICAL ASSOCIATION, ITS AGENTS, OFFICERS, SPONSORS, CONTRACTORS OR EMPLOYEES THAT MAY ARISE OR OCCUR IN CONNECTION WITH OR AS A RESULT OF ATTENDING THE AVMA CONVENTION.**

#### **Photography and Recordings**

To comply with applicable data privacy laws, AVMA imposes certain restrictions on the use of multimedia at its events, such as photography, video, audio, online streaming, and other media. Photography by attendees during any portion of a session is allowable at the discretion of the session speaker(s). At the beginning of a session, the speaker(s) will show a slide and announce verbally if photography is allowed during their session. In all cases, all photographs should be used for personal, non-commercial use and are not to be used for publication or rebroadcast without the express written permission of the speaker. Attendees who disturb a session (e.g. use flash photography, stand in front of other attendees to take photos) may be asked to leave the session. Unless noted otherwise, photography is allowed in Convention common areas and venues. Photography can be shared on social media in accordance to the Convention’s social media policy. Both audio and video recording of sessions is strictly prohibited.

## **Photograph and Video Recording Release**

The AVMA hires professional photographers and videographers for its Convention that are authorized by AVMA to take photos, videos, or make other recordings of attendees at Convention events, or of people participating in functions or activities related to the Convention, including without limitation, images and recordings of participants in online or electronic meetings or events held in an electronic or virtual format (“Recordings”). Your attendance at Convention constitutes your agreement that AVMA may make and use the Recordings in the future for any purpose, including without limitation, commercial, marketing, publicity, promotions, advertising, educational or other purposes. By registering for the Convention, you, on behalf of yourself and your Guests, expressly consent and agree to allow AVMA to make and use the Recordings, which may include you, your family members or other Guests (including individuals under the age of 18), in all media formats worldwide for whatever purposes AVMA deems appropriate. You acknowledge and agree that AVMA shall own all intellectual property rights arising in connection with the Recordings, and that neither yourself nor your Guests shall receive (or be entitled to receive) any royalties or other compensation from AVMA for any use of the Recordings.

## **Personal Data Collection and Use**

As part of the registration process, AVMA collects and uses information about you and your Guests in connection with the provision of Convention services and for account administration, including: name, email address, street address, registration type, session selection, and demographic responses. By registering for and attending the AVMA Convention, you expressly consent to the collection of this information and AVMA’s use of this information for CE tracking, marketing, promotional, and other commercial purposes. By registering for or attending an AVMA event, you agree not to share your event access information with anyone or to allow anyone to use your access information. Sharing your access information or allowing others to use your information may result in a revocation of your access credentials with or without a refund, in AVMA’s sole discretion.

AVMA is committed to data privacy and protecting your personal information. Information on how AVMA collects, processes, and uses your data is included in the [AVMA Privacy Policy](#) which is hereby incorporated into these Terms & Conditions. Additionally, by submitting your email address during the event registration process, you agree that AVMA and its event contractors (e.g., housing bureau) may send you event-related information regarding your attendance and participation. In addition, AVMA may disclose your personal data to third party service providers engaged by AVMA to assist in the conduct of the Convention (e.g. housing and registration bureau, mobile application provider, virtual event software platform provider). Information you provide when registering for or participating in an event managed or co-sponsored by parties other than or in addition to AVMA may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties. Except as described herein, AVMA will not disclose your personal data to any other third party without your consent except where required to do so by law.

You understand that your attendee badge and attendee directory profile in the Convention App and virtual event platform holds secure data related to you that may be shared with your permission, including: name, phone number, address, email address, employer, job title, purchasing involvement, and demographic responses. AVMA event co-sponsors, exhibitors, and other third parties may capture your personal information at their exhibit booths, presentations, or through your profile in the attendee directory, with your permission. By allowing your attendee badge to be scanned, you expressly consent and agree that the recipient can access and utilize your individual registration data for business leads and marketing purposes. Providing your information in the attendee directory is optional, and you should review third parties' privacy policies to understand how they will treat your personal information. If you agree to provide your information via the attendee directory, by visiting a virtual exhibit booth, scanning your badge at an in-person booth, or attending a sponsored session, you understand and agree that your information will go to a non-AVMA entity and AVMA takes no responsibility for how that company uses your personal information.

Because of the nature of AVMA's business, Convention services and benefits are not designed to appeal to minors. AVMA does not knowingly attempt to solicit or receive any information from children.

### **Safety Measures**

If required by governmental authorities, I agree to provide documentation or attestation to AVMA in a form provided by or acceptable to AVMA confirming a negative test result for COVID-19 in the time immediately preceding my attendance at the Event. In addition, I agree to comply with all safety precautions required of Event attendees to help prevent the spread of COVID-19 or other contagious disease, such as wearing a face covering, staying physically distant from others, frequently washing hands, using hand sanitizer, and similar measures.

### **Harassment Policy**

The AVMA Convention is dedicated to providing a harassment-free convention experience for everyone, regardless of race, color, religion, national origin, sex, marital status, gender identity and expression, sexual orientation, disability, physical appearance, age, veteran status or any other status that may be protected by federal, state or local law. AVMA prohibits harassment and discrimination of convention participants in any form. Convention participants and/or their Guests violating this policy will be expelled from the convention at the discretion of the AVMA without any right to a refund.

AVMA reserves the right to change, amend, add or remove any of the above terms & conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these terms & conditions should become invalid, the remaining conditions will continue to be valid and apply.

By registering for the Event, you agree that you have read this Waiver and Release of Claims in its entirety, fully understand its terms, and have agreed to its terms freely and voluntarily

without any inducement, assurance, or guarantee being made to me. You intend for your Event registration to be a complete and unconditional release of liability to the greatest extent allowed by law for all persons I have registered, including my minor child(ren).