

## **PPAI CONFERENCE GUIDELINES**

### **PPAI EVENT WAIVER AND PHOTO/IMAGE RELEASE AGREEMENT**

**General Description of Activities** could include and are not limited to walking, sitting, biking, riding in a vehicle. See also Event Program Materials. (“Activities”)

In consideration for being permitted to participate in the above-referenced Event and Activities furnished by or for the Promotional Products Association International (“PPAI”), the undersigned individual (referred to as “I”, “me”, etc.) acknowledge and agree as follows:

1. **Good Health and Common Sense.** I affirm I am in good health and have no known physical limitations that would affect my participation in the Event or Activities. I understand I may refrain from participating in any of the Activities. I agree (i) to abide by all instructions and rules given for the Activities, (ii) to use common sense and (iii) to act reasonably at all times. If these commitments are not honored, as determined by PPAI, I acknowledge that PPAI reserves the right to revoke my permission to participate in the Activities.

2. **Risks Assumed.** I understand that: (a) risks and dangers exist in participation of the Activities and that such Activities may be or are inherently dangerous; (b) participation in such Activities may result in injury or illness to me, including, bodily injury, fractures, partial and/or total paralysis, eye injury, blindness, impalement, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by, but not limited to: those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, falls from or contact with equipment, bad decision-making, inattention of others, misuse or failure of equipment, and negligent acts or omissions of others, including PPAI or those acting on its behalf. AFTER OPPORTUNITY TO BE FULLY INFORMED ABOUT THE EVENT AND ACTIVITIES, I ASSUME THE FULL RISK OF SUCH INJURIES AND DANGERS, INCLUDING INJURY, DEATH, DAMAGES, OR LOSS WHICH I MAY SUSTAIN AS A RESULT OF PARTICIPATION IN THE ACTIVITIES. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.

3. **RELEASE AND WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, I, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS, HEREBY WAIVE AND FULLY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS PPAI, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, VOLUNTEERS, SPONSORS, EVENT CONTRACTORS AND FACILITATORS, AND/OR ALL OTHER PERSONS OR ENTITIES ACTING FOR OR ON PPAI’S BEHALF, WHETHER OR NOT IDENTIFIED HEREIN BY NAME (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER OR DESCRIPTION (COLLECTIVELY, “CLAIMS”), INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY OR DEATH TO ME ARISING FROM OR RELATING TO THE EVENT OR ACTIVITIES, INCLUDING FROM ANY NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED

PARTIES IF AND ONLY IF SUCH CLAIMS ARE, UNDER APPLICABLE LAW, EXEMPT FROM A RELEASE IN THIS MANNER.

4. **Image Release.** I grant PPAI permission to use my likeness in a photograph and or video (digital or otherwise) in any manner or medium, including website entries, without payment or any other consideration in perpetuity. I understand and agree that these photos and videos will become the property of PPAI. I irrevocably authorize PPAI to edit, alter, copy, exhibit, publish or distribute such photos or videos for the purposes of publicizing PPAI's programs or for any other lawful purposes. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I waive any right to royalties or other compensation arising or related to the use of the Products. I AGREE TO HOLD PPAI HARMLESS FROM, AND I HEREBY RELEASE AND FOREVER DISCHARGE PPAI FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT I, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR ANY OTHER PERSONS ACTING ON MY BEHALF OR MY ESTATE HAVE OR MAY HAVE DUE TO THIS AUTHORIZATION

5. **Law and Severability.** This Agreement shall be construed and interpreted in accordance with Texas law, without regard to conflict of law principles. If any of the provisions of this Agreement shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

6. **Acceptance.** I fully understand and accept these terms, and I certify that I am at least 18 years of age.

#### **PPAI CODE OF CONDUCT FOR EVENTS**

In order to facilitate and execute safe and professional events, all attendees, speakers, volunteers, and business partners (collectively, the "Participants") at PPAI conferences and events are expected to follow this Code of Conduct. PPAI reserves the right to revoke a Participant's privileges and participation, or to modify participation in the applicable event if PPAI, in its sole discretion, determines that this Code or applicable rules established for the event have been violated.

At all PPAI events, Participants are expected to:

1. conduct themselves in a professional manner;
2. treat other Participants and venue staff with courtesy and respect in all interactions;
3. abide by PPAI's rules and policies;
4. abide by the rules and policies established by the venue where event activities take place; and
5. alert PPAI staff if a Participant notices a dangerous situation, someone in distress, or violations of this Code of Conduct, even if the situation seems inconsequential.

Participants are expected to avoid the following behaviors:

1. being disruptive to others or event activities, and stalking or threatening anyone;
2. harassment of any kind, including sexual harassment (e.g., unwelcome sexual attention or inappropriate physical contact);
3. wearing clothing that is not suitable for a professional work environment (e.g., may reasonably be deemed as offensive or lewd);

PPAI thanks each Participant in advance for honoring this Code of Conduct for PPAI events!