Any person, delegate, accompanying individual, student, media representative, speaker, or exhibitor who is present at the [margins.] Literary Conference & Book Festival (the "Conference") automatically agrees to the terms and conditions set forth below (the "Terms and Conditions"). These Terms and Conditions apply to each person (the "Attendee") regardless of whether they have received a formal registration.

[margins.] reserves the right to render, in its sole and absolute discretion, all interpretations and decisions in connection with the Terms and Conditions and to establish further regulations binding upon the Attendee as may be deemed necessary to the general success and wellbeing of the Conference and/or any person(s) affiliated therewith. [margins.]'s decisions and interpretations shall be final in all cases.

#### Masking

At this time, it is anticipated that wearing a mask will not be required in all [margins.] 2024 venues. Attendees are encouraged to take necessary precautions for any personal health considerations and at all times presenters, attendees, and The Word's staff and volunteers will encourage respectful conduct that supports individual health precautions.

#### Injury & COVID-19 Liability Waiver.

Attendee assumes all risks and accepts sole responsibility for any injury (including, but not limited to: personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that attendee may experience or incur in connection with attending the Conference. Attendee hereby releases, covenants not to sue, discharges, and holds harmless the Conference, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. Specifically relating to the ongoing COVID-19 infections, attendee acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the Conference, and that such exposure or infection may result in personal injury, illness, disability, and/or death to attendee. Attendee understands the risk of becoming exposed to or infected by COVID-19 at the Conference 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. Accordingly, attendee understands and agrees that this release includes any claims based on the actions, omissions or negligence of the [margins.], its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Conference.

#### Refund Policy for Conference registrations.

Registration to the [margins.] Literary Conference is not refundable, however registrants may transfer registration as outlined below.

### Registration Transfer.

A registration may be transferred to another individual, provided that this individual is not already registered, the registration is used for the same level of conference attendance, and the individual qualifies for the type of registration being transferred. For example, a day-pass registration can only be transferred to another individual as a single day attendee. For more information about registration transfers, please contact margins@thewordfordiversity.org

Rules, Regulations, & Attendee Conduct.

Attendee agrees to abide by all fire, safety, and health regulations of the local, city, state, hotels, and convention centers where the Conference is held. Attendee must comply with all applicable federal, state, and local ordinances, as well as [margins.] policies and procedures as set forth below. Participants who violate such rules and/or who behave in an unsafe or careless manner while attending the Conference may be asked to leave immediately and will be held responsible for their actions. The Attendee acknowledges that such violations may result in the Attendee being removed from the Conference and barred from returning without refund of the Attendee's registration fee. The Attendee likewise acknowledges and agrees that all attendees of the Conference have the right to enjoy the Conference equally.

Attendees are expected to respect the dignity of all persons; comply with local, state and federal laws, especially those pertaining to individual civil rights and physical or sexual harassment; understand that verbal harassment, physical aggression or intolerance are unacceptable. Illegal or disruptive behavior that interferes with the conduct of reasonable business at the Conference, or any other attendee's safety or comfort, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates based on age, disability, race, ethnicity, gender, religion, political or institutional affiliation, or sexual orientation, behavior that violates health & safety precautions, and harassment of any kind, is strictly prohibited and may result in the Attendee being removed from the Conference and barred from returning without refund of the Attendee's registration fee. Such violations may be reported to the appropriate authorities. If you witness a crime or have an emergency that requires the police, please call 911.

#### Content Advisory.

Attendee understands that some conference events may contain adult language and/or discuss mature themes. This content may not be suitable for all attendees. The views and opinions expressed at the conference may not necessarily reflect the views of [margins.]'s staff, Board of Directors, or members.

#### Indemnity.

To the extent permitted by law, the Attendee agrees to protect, indemnify, defend, and hold harmless [margins.], the hotel(s) and convention centers where the Conference is being held, and their respective employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected to the actions or failure to act in accordance with the Terms and Conditions by the Attendee, its employees, officers, directors, or agents, except those claims arising out of the other party's gross negligence or willful misconduct.

#### Accessibility Services.

[margins.] is committed to making all reasonable arrangements that will allow members of the community to participate in Conference events. All meeting rooms at the conference are wheelchair accessible and have seats marked as reserved for individuals with accessibility needs. Attendees who require onsite assistance during the Conference should request it from personnel at [margins.]'s welcome desk in the registration area.

#### Alcohol & Drugs.

[margins.] supports and enforces all laws of the state and municipality where the Conference is held in all matters concerning alcohol and other controlled substances. It is considered unlawful to furnish or give any liquor, malt, or brewed beverages to minors, visibly intoxicated persons, habitual drunkards, or those prone to intemperate habits. It is also illegal for minors to purchase or possess alcohol and to be visibly intoxicated. All medically unsupervised possession of controlled substances is prohibited. The manufacture, delivery, sale, and possession of an illegal substance could result in legal action.

### Modification of the Conference Program.

[margins.] reserves the right to modify the program, which is published as an indication only.

### Registration, Hotel, & Travel Accommodations.

Registration includes admission to [margins.]'s bookfair, meetings, panels, readings, and public receptions as outlined by the level of registration indicated at the time of purchase, which may cover virtual attendance, virtual and in-person attendance, attendance for the duration of the Conference period, or attendance for a specified duration. Meals, lodging, and travel are not included. Hotel group-rate accommodations are subject to availability and are available on a first-come, first-served basis with use of the group rate code found on the registration website.

### Salvatory Clause.

If there is a determination that any part of the Terms and Conditions is ineffective or impracticable, then the validity of the Terms and Conditions remaining is not impaired.

### Digital & Other Recordings.

Professional photographs, audio, and video will be captured before and during the Conference. Presenters and Conference Attendees grant [margins.] and its representatives permission to photograph and/or record them before and during Conference events and to use such recordings in support of [margins.]'s mission. Uses of records may include, but are not limited to, e-broadcasting on [margins.]'s YouTube Channel, educational initiatives, post-conference reporting, and [margins.]'s podcast series. Speakers/Presenters provide consent for [margins.] to record presentations in audio and/or visual form and grant [margins.] a royalty-free license to use, reproduce, and distribute the recordings and accompanying materials. Speakers/Presenters also understand that while they retain the rights to their presentation materials (handouts, slides, etc.) and the content of the presentation, [margins.] is the sole copyright owner of any recording and can distribute it, along with any supporting materials in any way, with the appropriate attribution of the speakers.

#### Copyright & Trademark Permissions.

Panelists agree, to the best of their knowledge, that their presentations do not violate any proprietary or personal rights of others (including any copyright, trademark, and privacy rights), are factually accurate, and contain nothing defamatory or otherwise unlawful. Panelists have full authority to enter into this agreement and have obtained all necessary permissions or licenses from any individuals or organizations whose material is included or used in a presentation. Panelists warrant their materials are original or properly licensed and agree to defend and indemnify potential copyright infringement claims. Panelists additionally grant license to [margins.] to all provided content.

### Photography or Recording Usage by Attendees.

[margins.] appreciates all coverage of the Conference. Photography, screenshots, audio recordings, and video recordings are not permitted without the prior written consent of [margins.], except that still photography without use of professional equipment is permitted so long as any photographs displayed on any outlet, including but not limited to social media, appropriately credits [margins.] and any relevant presenters and does not violate [margins.] anti-harassment policies. Any other recording by attendees, other than as outlined in this section, is strictly prohibited. All requests for press passes must be made in advance of the Conference to margins@thewordfordiversity.org Passes may be available at the [margins.] Help Desk based on need and availability. Press credentials are required for the issuance of a press pass, and [margins.] requires that a copy of all published material be submitted

to margins@thewordfordiversity.org

### Force Majeure.

Attendance at the Conference is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for [margins.], the Conference hotel(s), or convention centers to provide the facilities and/or services for the Conference, or make it illegal or impossible for the Attendee to utilize the hotels or convention centers for the Conference. A registration may be canceled for any one or more of such reasons by written notice from [margins.] to the Attendee without liability on the part of [margins.].

## Cancellation.

In the event that the Conference cannot be held or is postponed due to events beyond the control of [margins.], [margins.] shall not be liable to the Attendee for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses.

# Virtual Conference Information.

All in-person registrations include virtual conference access. Separate virtual-only registrations are also available. Access to the virtual conference platform is protected by the attendee's unique registration information and/or passwords. Attendee agrees not to share their confidential login information with any other party.

# Refund Policy for Book Fair Exhibit

Bookfair exhibit space is nonrefundable.

Please see the <u>Book Fair Exhibitor Agreement</u> for complete details about Book Fair-specific refunds and cancellations, or contact <u>margins@thewordfordiversity.org</u>