

HOUSING FIRST PARTNERS CONFERENCE 2024

TERMS AND CONDITIONS OF ATTENDANCE AND PARTICIPATION

These are the terms and conditions (the “Agreement”) governing your participation in the Housing First Partners Conference 2024 (the “Conference”). By registering for the Conference, you agree to these terms, which form a binding legal contract between the conference organizers and hosts, DESC and Pathways Housing First Institute, (“Organizers”) and the registered participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

1. Participant Requirements

- a. Your registration entitles you access to all the workshops and plenaries, networking reception, and scheduled meal functions. Your hotel and travel costs are not included. Any, and all other costs associated with your attendance shall be borne solely by you, and the Organizers shall have no liability for such costs.

2. Use of Likeness

- a. By participating in the Conference, you acknowledge and agree to grant the Organizers the right at the Conference to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise disseminate, in perpetuity, such media for future educational and promotional purposes, inclusion on the Conference’s website, social media, or any other purpose by the Conference, the Organizers, and their affiliates and representatives without any further approval from you or any payment to you. By attending the Conference, you also acknowledge and agree to waive any right to inspect or approve any future educational and promotional materials that may include photographs, audio, and video recordings of you. You release the Organizers, their officers and employees, and everyone involved from any liability connected with the taking, recording, digitizing or publication of interviews, photographs, computer images, video and/or sound recordings.

3. Health and Safety Precautions

- a. The Organizers are committed to following all health and safety precautions necessary to maintain a healthy environment for all attendees. Please be aware that these precautions are being put forward as the minimum requirement and that the Organizers will continue to monitor the environment and may implement more stringent requirements as the Conference approaches.
- b. Participants are strongly encouraged to be up to date with their COVID-19 vaccinations per CDC guidelines. This means having completed a COVID-19 vaccine primary series and received the most recent booster dose recommended by the CDC and as authorized or approved by the Food and Drug Administration, or for international guests, the World Health Organization.
- c. Masks are encouraged but not required. Anyone who wishes to wear a mask is welcome to do so and their decision should be respected.
- d. Participants will be required to attest during registration that they will test for COVID-19 if exhibiting any symptoms prior to their departure for the Conference, while attending the Conference, and/or following their return home after the Conference. Participants should not attend the Conference if they test positive before – or at any point during – the conference.

- e. CDC recommendations, as well as any additional requirements of the State of Georgia, the City of Atlanta, and the Hilton Atlanta, will be in effect at the time of the Conference will be enacted and enforced.
- f. **Attestation.** I hereby waive and release the Organizers, and their employees, agents, sponsors, and exhibitors, from and against claims, liabilities, and expenses arising from injury, sickness, or death from contracting or spreading COVID-19 or other communicable disease, during my travel to and/or attendance at the Conference.

These Health and Safety Precautions apply to ALL attendees, including all volunteers, speakers, sponsors, and guests. Participants should check the Conference website for any changes to these precautions.

4. Code of Conduct

The Organizers are committed to providing a harassment-free conference experience for everyone regardless of color, gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, or religion. The Conference does not tolerate harassment of conference participants or staff in any form, including, but not limited to, offensive comments, unwelcome advances, explicit jokes, or the use of sexual language and imagery.

Conference participants violating these rules may be sanctioned or expelled from the Conference at the discretion of the Organizers.

- a. **Attestation.** During the conference registration process, you will be asked to check a box agreeing to treat fellow participants respectfully, helping to ensure welcome conversation from all participants. By checking this box, participants also acknowledge that any form of discrimination, violence, or abusive behavior may result in removal from a session, webinar, or conference, depending on the situation.
- b. **Disruptive Conduct.** You acknowledge and agree that the Organizers reserve the right to refuse admittance of any individual and to remove you from the Conference if the Organizers, in their sole discretion, determine that your participation or behavior create a disruption or hinder the Conference or the enjoyment of the Conference content by other attendees.
- c. **Recording, Live Streaming, and Videotaping.** Participants may not record or broadcast audio or video of sessions at the Conference.
- d. **Reporting an Incident or violations of this Policy:** If you have a complaint or concern about harassment, discrimination, bullying, or any other conduct that may violate the Conference's Code of Conduct, we encourage you to tell a Conference staff member, or Hilton Atlanta security personnel immediately. You may also notify us via email to Paula Sasser at Paula.Sasser@horizonmeetingmanagement.com or by calling (512) 651-3540. You may request that your report remain confidential and only be shared with others on a "need to know" basis.
- e. Notifying Conference staff or onsite security does not constitute or replace notification to local law enforcement. This Code of Conduct does not replace rules posted by conference facility, official conference hotels, or any rules that are part of the Organizers' contracts with its vendors, exhibitors, and/or sponsors.

5. Fees and Registration

- a. The payment of the applicable fee for the Conference is due upon registration. If such payment is insufficient or declined for any reason, the Organizers may refuse to allow you access to the conference and shall have no liability in that regard.

6. Cancellation and Quality Assurance

- a. Cancellation requests made by 11:59 P.M. CST on Monday, February 5, 2024, will incur a \$50 cancellation fee. Requests made on or after Tuesday, February 6, 2024, will not

receive a refund. All refunds will be processed post-conference. Cancellations must be requested in writing via email to registration@horizonmeetingmanagement.com.

- b. If the Organizers are prevented from carrying out their obligations as pertains to the Conference as a result of any cause beyond their control, or the Conference cannot be conducted because of a software issue or due to an act of God, strikes, labor disputes, government requisitions, restrictions of war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty, or condition (collectively a "Force Majeure") the Organizers shall have the right to immediately terminate the affected Conference without liability and shall be relieved of their obligations to the Participant. If the affected event is terminated due to a Force Majeure occurrence before the first day of the Conference, then the Organizers will reschedule the Conference and your registration fee will be able to be applied to the rescheduled Conference.

7. Event Registration Confirmation

- a. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk or spam email box in case any of your conference email(s) are caught by spam filters.
- b. You will receive essential information for registered attendees electronically at the email address that is provided on your registration form.
- c. In addition, you will also be added to the Conference participant list for notifications of future Conferences.
- d. If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

8. Intellectual Property

- a. All intellectual property rights in and to the Conference, the Conference content, and all materials distributed at or in connection with the Conference are owned by the Organizers, or the Conference sponsors, or speakers presenting at the Conference. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Conference or in any materials distributed at or in connection with the Conference for any reason without the prior written permission of the conference Organizers.
- b. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by the Organizers or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of the Organizers or its affiliates, all of which shall at all times remain the exclusive property of the Organizers and their affiliates.

9. Disclaimer of Warranties, Limitation of Liability

- a. The Organizers give no warranties in respect of any aspect of the Conference, or any materials related thereto or offered at the Conference and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Conference is provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Conference are theirs alone and do not necessarily reflect the views, opinions, or positions of the Organizers or any employee thereof. The Conference makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at the Conference and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising

- from its display or use. The Organizers do not endorse, and expressly disclaim all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.
- b. Except as required by law, neither the Organizers nor their affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Conference or other aspect related thereto or in connection with this Agreement.
 - c. The maximum aggregate liability of Conference for any claim in any way connected with, or arising from, the Conference or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to the Organizers under this Agreement.

10. Miscellaneous

The Conference's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Organizers shall not be liable for any failure to fulfill their obligations hereunder where such failure results from any cause beyond the Organizers' reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sub-licensable by you except with the Organizers' prior written consent. This Agreement shall be governed by the laws of the State of Washington and the parties shall submit to the exclusive jurisdiction of the King County Superior Court. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created because of this Agreement, and you acknowledge that you do not have any authority of any kind to bind the Organizers in any respect whatsoever.