These are the terms (the “Agreement”) governing your attendance at and participation in The Embrace 2022 Conference event (the “Event”). By registering for the Event you agree to these terms, which form a binding legal contract between LKW Professional Organization Corporation (“LKW”) and the registered attendee or participant (“you”). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them.

**Section 1: Attendee Requirements**

1.1 Admittance. Your registration entitles you to admittance to the Event. Any and all other costs, such as travel or lodging, associated with your attendance shall be borne solely by you.

1.2 Use of Likeness. By attending the Event you acknowledge and agree to grant LKW the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to LKW includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

You hereby release, discharge, and agree to hold LKW and its affiliates harmless from, and agree not to sue for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, unfair competition, false or misleading advertising, violation of a right to publicity or personality, or any other claim or cause of action, based upon or relating to the use of your likeness or the exercise of any of the rights referred to herein. You agree to indemnify and hold harmless LKW and its affiliates from and against any liabilities, losses, claims, demands, costs (including, without limitation, attorneys’ fees) and expenses arising in connection with any breach or alleged breach of any of the above representations, warranties or agreement hereunder.

1.3 Event Content. You acknowledge and agree that LKW, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

1.4 COVID-19. COVID-19 has been declared a worldwide pandemic. You understand that the Event will be held in person and you have elected to attend the Event in person, regardless of any potential health risks. At the time you are entering into this Agreement, it is unknown what restrictions may be in place from the CDC or any other local government entities.

The Event will comply with all federal, state, and local guidelines regarding COVID-19. We reserve the right: a) to require all attendees to wear mask at the Event, even if such a requirement is not mandated at that time; b) require certain levels of social distancing; c) require use of hand sanitizer before interacting with any member of the LKW team at the Event), d) temperature checks at the Event; or e) your signature on additional documentation, such as a COVID-19 screening questionnaire, prior to admittance at the Event.

You agree not to attend the Event if you: a) have been diagnosed with COVID-19; b) are exhibiting symptoms of COVID-19, or c) have recovered from COVID-19 but less than 10 days have elapsed after the onset of COVID-19 or less than 3 days (72 hours) have elapsed since recovery, d) have been in close contact within the prior 14 days with a person who has been diagnosed with COVID-19, or e) have travelled internationally within the prior 14 days (if you are unvaccinated).

You expressly assume all risk of attending the Event during the COVID-19 pandemic.

**Section 2: Prohibited Conduct**

2.1 Limitations on Use. Tickets to an Event are not transferable without express permission from LKW.

2.2 Disruptive Conduct. You acknowledge and agree that LKW reserves the right to remove you from the Event if LKW, in its sole discretion, determines that your presence or behavior is creating a disruption or hindering the Event or the enjoyment of the Event by other attendees.

2.3 Photography, Recording, Live Streaming, and Videotaping. Attendees may not make long-form recordings or live-stream broadcast audio or video of any part of the Event. Photography is permitted.

2.4 In addition to the requirements and prohibitions set forth in this Section 2, LKW may also exclude any prospective attendee from registering for or attending any Event, in LKW’s sole discretion. Furthermore, LKW reserves the right to cancel, in its sole discretion, any attendee’s registration upon refund of the admission fees paid to LKW; provided, however, that if an attendee is cancelled for violating any prohibition or requirement set forth in this Section 2, LKW may retain all fees paid.

**Section 3: Fees and Refunds**

3.1 Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason LKW may refuse to admit you to the Event and shall have no liability in that regard.

3.2 Refunds/Transfers. LKW does not offer refunds for Events. Event Registration may not be transferred to a third-party.

**Section 4: Privacy Policy**

LKW owns and operates the Events and is committed to protecting the privacy of its attendees. LKW does not rent, share, or sell your contact information or other personal information to any third parties. LKW’s privacy policy is available at: INSERT LINK

**Section 5: Intellectual Property**

5.1 All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by LKW or the speakers who are presenting at the Event. You may not use or reproduce, or allow anyone to use or reproduce, any trademarks or other trade names or copyrighted material appearing at the Event, in any Event content, or in any materials distributed at or in connection with the Event for any reason without the prior written permission of LKW and the appropriate speakers presenting at the Event.

While all intellectual property rights remain with the content creator, you may share content from the conference, including photos or quotes from sessions, on your digital channels. You may not use these to commercially act in contravention of the content creator’s intellectual property rights to the material.

5.2 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 LKW or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of LKW or its affiliates, all of which shall at all times remain the exclusive property of LKW and its affiliates.

5.3 All content made available through the Event is developed solely for your personal use and may not be reproduced for publication or for the personal or commercial use of others without permission.

**Section 6: Disclaimer of Warranties, Limitation of Liability, Assumption of Risk, Indemnity**

6.1 LKW gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event 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 Event is provided on an “as-is” basis. LKW makes no representations or warranties in relation to the information provided in the content. Neither LKW nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.

6.2 Except as required by law, neither LKW nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement. LKW assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided through an Event.

6.3 The maximum aggregate liability of LKW for any claim in any way connected with, or arising from, the Event 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 LKW under this Agreement.

6.4 All of the information provided at the Event is for informational use only.  Purchase of a ticket or attendance at the Event does not form any professional relationship between you and LKW.  Although members of LKW and speakers at the Event may be licensed professionals, neither LKW nor its speakers provide any type of professional services unless they are directly engaged for such a relationship.

6.5 You agree to carefully consider the inherent risks in any activities that you choose to take part in and to take reasonable precautions before you choose to attend or participate at an Event. For example, you should ensure that you are in good physical health before engaging in any physical activity at the Event, and you should always drink responsibly if alcohol will be present at an Event. **In sum, you understand that your attendance and participation at the Event is voluntary, and you agree to assume responsibility for any resulting injuries to the fullest extent permitted under applicable law.**

**6.6** You agree to indemnify and hold LKW, its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to, related to, or connected with your attendance or conduct at an Event.

**Section 7: Miscellaneous**

LKW’s failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. LKW shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond LKW’s 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 LKW’s prior written consent. This Agreement shall be governed by the laws of the State of Florida. 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 as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind LKW in any respect whatsoever.