



## Attendee Terms & Conditions

Anyone attending Changing the Odds 2019 (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 a formal registration was submitted.

### **CANCELLATION POLICY**

If circumstances change and you can no longer attend the Conference, you can cancel your registration and receive a full refund, less a \$25 administrative fee, up to August 31, 2019. Notification of cancellation must be submitted in writing to [events@momentousinstitute.org](mailto:events@momentousinstitute.org). No refunds will be issued after August 31, 2019; however, you can transfer your registration to another individual at any time. See the Substitution Policy for details. Any unpaid registration that is not accompanied by a valid purchase order will automatically be canceled if payment is not received within 30 days of the date of registration.

### **SUBSTITUTION POLICY**

Any registration may be transferred to another individual, provided that the individual qualifies for the type of registration being transferred and the original registrant submits a request in writing to [events@momentousinstitute.org](mailto:events@momentousinstitute.org) by October 1, 2019. Substitutions after October 1 should be made in person at the Conference Registration Desk and should be accompanied by a written request from the original registrant on her/his organization’s letterhead. Note that there will be a \$15 processing fee for any substitution.

### **ACCESSIBILITY SERVICES**

Momentous Institute is committed to making all reasonable arrangements that will allow attendees to participate in Conference events. All meeting rooms at the Conference are wheelchair accessible and have seats reserved for individuals with accessibility needs. Attendees who require onsite assistance during the Conference should request it from personnel at the Conference Registration Desk or by emailing in advance to [events@momentousinstitute.org](mailto:events@momentousinstitute.org).

### **REGISTRATION BADGE / CREDENTIALS**

The Attendee’s registration badge must be worn at all times during the Conference. Access to the Conference facilities will not be granted to those without proper credentials. If an Attendee loses, misplaces, or forgets his or her badge, he or she should present identification at the Conference Registration Desk to have a duplicate badge created. Once the new badge is released to the Attendee, the lost credential will become invalid.

## **RULES, REGULATIONS AND ATTENDEE CONDUCT**

Each Attendee acknowledges and agrees that all attendees of the Conference have the right to enjoy the Conference equally. 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, 2 sexual orientation or gender identify, 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 registration fee.

## **CONDUCT ADVISORY**

Attendee understands that some Conference presentations 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 Momentous Institute or the views of the Conference sponsors. Further, Momentous Institute and the Conference sponsors are not responsible for (nor do they necessarily endorse) the efficacy, accuracy, or content of any recommendations, statements, research or other information provided at the Conference.

## **MODIFICATIONS OF CONFERENCE PROGRAM**

It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the Conference or the advertised speakers. Momentous Institute reserves the right to make these modifications should it deem, in its sole discretion, that any such changes are necessary or advisable. No refunds will be made, in partial or in full, should these modifications occur.

## **FORCE MAJEURE**

Momentous Institute reserves the right to cancel the Conference if force majeure conditions warrant. In the event of such a cancellation, registration fees will be refunded. However, Momentous Institute is not responsible for any travel or lodging expenses incurred due to cancellation of the Conference.

## **PHOTOGRAPHY AND FILMING**

Photographs and/or audio/video recordings taken at the Conference by Momentous Institute, or others on behalf of Momentous Institute may include an attendee's image, name, voice and/or likeness. By attending and/or participating in the Conference, each Attendee hereby grants Momentous Institute permission to use the Participant's photograph, image, likeness, voice and statements for any purpose, including but not limited to commercial purposes, without compensation or credit to the Attendee, in any and all media now known or hereafter devised.

## **PHOTOGRAPHY, FILMING OR RECORDING BY ATTENDEES**

Momentous Institute welcomes and appreciates all media coverage of the Conference. However, photography, audio recordings, and video recordings are not permitted without the prior written consent of Momentous Institute. All requests for press passes must be made in advance of the Conference to [events@momentousinstitute.org](mailto:events@momentousinstitute.org) and must be accompanied by the appropriate press credentials.

## **WEAPONS-FREE POLICY**

Momentous Institute events, including Changing the Odds 2019, are private events and maintain a Weapons-Free Policy. Attendees are prohibited from carrying weapons of any kind, including concealed

or displayed handguns, and agree to comply with the policy, regardless of whether signs prohibiting weapons are posted at the premises of the Conference.

**INDEMNITY**

**EACH ATTENDEE (EACH AN "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MOMENTOUS INSTITUTE, SALESMANSHIP CLUB OF DALLAS , THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND MEMBERS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LAWSUITS (COLLECTIVELY "CLAIMS") AND ALL DAMAGES (INCLUDING PUNITIVE AND EXEMPLARY DAMAGES), LOSSES, OBLIGATIONS, LIABILITIES (INCLUDING STRICT LIABILITY), FINES, JUDGMENTS, COSTS (INCLUDING SETTLEMENT COSTS), AND EXPENSES ASSOCIATED THEREWITH (INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS) (COLLECTIVELY "DAMAGES"), TO THE EXTENT CLAIMS AND DAMAGES ARISE OUT OF ANY ATTENDEE'S PARTICIPATION IN THE CONFERENCE, EVEN IF MOMENTOUS INSTITUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**GOVERNING LAW**

The Terms and Conditions shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to its conflict of law principles. If any legal action is necessary for any dispute arising out of the operations or actions contemplated herein, exclusive venue shall lie in Dallas County, Texas.

**SEVERABILITY**

In the event that any term or provision of the Terms and Conditions shall be deemed invalid, illegal or unenforceable in any respect, such term or provision shall be deemed severable and shall not affect the validity and enforceability of any remaining term or provision.