

## **JUNKCON™ 2022 Conference**

### **Waiver of Liability, Limitation of Usage and Video/Photograph Release Agreement**

#### **ACCEPTANCE OF THE TERMS & CONDITIONS OF THIS WAIVER OF LIABILITY AND VIDEO / PHOTOGRAPH RELEASE AGREEMENT IS REQUIRED - THERE WILL BE NO EXCEPTIONS.**

We will be following **strict safety and health protocols** at the JUNKCON™ 2022 Conference, such as

- Mask-wearing when required by applicable laws and regulations
- Frequent disinfection
- Limited room capacities
- We also strongly suggest all participants practice social distancing when possible

#### **Waiver of Liability, Release of Claims, and COVID-19 Safety Acknowledgment**

For and in consideration of the Attendee being permitted to attend the Conference, and any of its related activities ("**Conference**"), in the Raleigh, NC area on October 12th – 14th, 2022, Attendee acknowledges and agrees to the following terms:

#### **WAIVER OF LIABILITY AND RELEASE OF CLAIMS AND NON REFUNDABLE PURCHASE**

I, as Attendee, acknowledge my willingness, freely and voluntarily, without any inducement, assurance, or guarantee being made to me, to attend the Conference pursuant to the terms contained herein.

I, as the Purchaser of JUNKCON™ ticket(s), acknowledge and agree that the purchase price for ticket(s) is non-refundable and non-transferable.

#### **RELEASE AND WAIVER**

ATTENDEE HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE CONFERENCE, JUNK REMOVAL AUTHORITY, LLC, MARKIT TODAY LLC, JUNK DOCTORS, AND THEIR AFFILIATED PARTNERS AND SPONSORS ("**CONFERENCE ORGANIZERS**"), INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "**RELEASED PARTIES**"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ATTENDEE'S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON ATTENDEE'S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM ATTENDEE'S PARTICIPATION WITH OR ATTENDANCE AT THE CONFERENCE OR ANY EVENTS ASSOCIATED THEREWITH.

#### **ASSUMPTION OF THE RISK**

Attendee acknowledges and understands the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death exists;

2. Attendee knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and,
3. Attendee hereby knowingly assumes the risk of injury, harm and loss associated with the Conference, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

#### **MEDICAL ACKNOWLEDGMENT AND RELEASE**

As an Attendee, you recognize that your participation, involvement and/or attendance at the Conference is voluntary and may result in personal illness, injury (including death) and/or property damage. **Attendee agrees that if Attendee experiences any of these or any other symptoms during the Conference, Attendee will discontinue participation immediately and seek appropriate medical attention.** By attending, observing or participating in the Conference, you acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Conference, and you agree that: (a) Junk Removal Authority, LLC and its associates, (b) the property or site owner of the Conference venue, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, sponsors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "**Released Parties**"), will not be responsible for any personal injury (including death), property damage, wage or other loss suffered as a result of your participation in, attendance at, and/or observation of the Conference, regardless of whether any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "**Released Claims**"). **BY ATTENDING AND/OR PARTICIPATING IN THE CONFERENCE, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW. ATTENDEE HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED OR NOT RENDERED IN CONNECTION WITH ATTENDEE'S PARTICIPATION IN THE CONFERENCE.**

#### **COVID-19 SAFETY INFORMATION**

While participating in the Conference, "social distancing" is strongly encouraged to reduce the risks of exposure to COVID-19. Attendee agrees that they will wear face coverings when required by all applicable laws and regulations. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, we have put in place preventative measures to reduce the spread of COVID-19. However, we cannot guarantee that attendees, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the Conference. By attending the Conference, Attendee certifies that Attendee does not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include, without limitation, fever, cough, and shortness of breath;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or,
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

#### **DUTY TO SELF-MONITOR**

Attendee agrees to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the Conference organizers if experiencing symptoms of COVID-19 within 14 days after attending the Conference.

#### **USE OF ALCOHOL**

The Organizers of the Conference may provide alcoholic beverages at the conference and other related gatherings. Attendee agrees that they will consume such at their risk and only in accordance with all applicable laws and regulations. Those with drinking problems are asked to refrain from consumption. The Released Parties are not

responsible or liable for any damages to the Attendee or third parties that result from the consumption of alcohol by Attendee or others, including, without limitation, property damage, personal injury, death, disfigurement, or loss of consortium. Attendee shall be solely liable for any damage or injury caused as a result of Attendee's consumption of alcohol at the Conference. Attendee agrees that they will not provide, directly or indirectly, any alcohol from the Conference to anyone under the legal age to consume such, and that if they do so, they will be solely liable for any and all damages or liabilities which result. Attendee agrees to hold the Released Parties harmless and defend and indemnify the Release Parties for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol at the Conference.

### **ANTI-HARASSMENT**

The Conference is intended to be an enjoyable experience for all attendees. In furtherance of this goal, Attendee agrees to avoid harassment of other attendees, the organizers, venue operators, and others working or associated with the Conference at all times. For the purposes hereof, harassment includes the making of any statement, oral or written, which disparages any person on the basis of their sex, orientation, race, religion, creed, age, political beliefs, disability, marital status, citizenship, national origin, and any other characteristic recognized in law. Violation of this policy will result in Attendee's immediate expulsion from the Conference without any recompense. Further, Attendee agrees to release the Released Parties for any harassment committed by any Attendee.

### **LIMITATION OF USAGE**

The materials and information presented at JUNKCON™ are protected by copyright and trademark laws and are the property of their owners. As a participant at the conference, you may access and use the materials and information presented for your personal use only. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any trademark, any information, or any material from the conference. You must obtain written permission from the entity that owns the intellectual property presented at the conference before you may publish, distribute, display, or commercially exploit it.

Attendee Acknowledges that the success of any business venture contemplated herein involves substantial risk and strongly depends upon the independent businessperson's abilities as well as their active participation in the daily affairs of the business. Attendee also acknowledges that no assurance or warranty, express or implied has been given as the potential success of such business venture or the earnings likely to be achieved.

### **VIDEO/PHOTOGRAPH RELEASE**

Attendee hereby grants Junk Removal Authority, LLC the irrevocable right and permission to photograph, video and create audio recordings of Attendee during the JUNKCON™ 2022 Conference. Attendee additionally grants JRA and its associated companies the right to use said photographs, video recordings, and/or audio recordings of Attendee in their marketing, advertising, educational materials, derivative works, or for any other similar purpose without compensation other than the privilege of attending the Event.

Attendee understands and agrees that photographs, video and/or audio recordings of Attendee may be placed on the Internet and / or streamed live. Attendee also understands and agrees that Attendee may be identified by name and/or company name in print, Internet or broadcast material that might accompany the photographs and/or video recordings. Attendee waives the right to approve any use of their likeness. Attendee agrees that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files will be and shall remain the property of JRA to use, exploit, transfer, license or integrate in any manner JRA chooses.

Attendee hereby releases, acquits, and forever discharges the Released Parties from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs, video and/or audio recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

Attendee hereby warrants that they are eighteen (18) years old or older and competent to contract in their own name. This release is binding on Attendee and their heirs, assignees, and personal representatives.

## **CHOICE OF LAW**

In the event that either party files a lawsuit relating to the Conference, they agree to do so solely in the State of North Carolina, and further agree that the substantive law thereof shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within North Carolina.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

Attendee acknowledges that they have not relied upon any representations and understand these waivers and releases are necessary to allow the Conference organizers to offer the Conference to Attendee.

**I, as Attendee, have had sufficient opportunity to read this entire Waiver of Liability and Video/Photograph Release, Release of Claims, and COVID-19 Safety Acknowledgment ("Waiver of Liability").**

**I have read and understood the Waiver of Liability and Video/Photograph Release, and I agree to be bound by its terms.**

**I understand that I have given up substantial rights by signing the Waiver of Liability and Video/Photograph Release, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

**I understand that acceptance of these terms and conditions is required as a condition of attending the Conference.**