

This document sets forth the rules and regulations between DA4S and each attendee that registers for the **2024 Annual Geo Cluster**. By registering for the Geo Cluster, you are agreeing to these rules and regulations. You should read this document carefully.

General Dates and Policies for the Geo Cluster:

The following information relates to any attendee, sponsor, or guest speaker (collectively "Participant(s)"):

- Individual attendee registrations made online and paid by credit card will be accepted until May 31, 2024 at 11:59 p.m., unless sold out earlier.
- When purchasing a Sponsor Package, you may elect to pay by credit card or by invoice, however payment must be received no later than May 31, 2024.
- Questions regarding the event can be directed to dee@diversityallianceforscience.com. Information is available at diversityallianceforscience.com.
- Policy for The Westin Hotel: The first night's room and tax are due at the time of reservation and are nonrefundable. If you do not cancel your reservation 72 hours prior, are a "no-show" or have duplicate reservations, the hotel will charge your credit card, and this is non-refundable. DA4S is unable to assist with this. Attendee must contact the hotel directly, but it is understood that the hotel will not adjust their hotel room reservation policy as stated.
- REFUND POLICY: All registration/ticket sales are final; no refunds will be issued. All sponsor package purchases are final and non-refundable not transferable.
- Registration transfers – paid attendee registrations may be transferred to another individual if you notify DA4S in writing by Thursday, June 6, 2024. To request a transfer, please email Chantal@diversityallianceforscience.com.
- Registrations are not transferable between events or years.
- Tickets cannot be split between individuals for different dates. Each attendee is required to purchase their own ticket.
- Please make checks payable to Diversity Alliance for Science and mail to:
25876 The Old Road, #199, Stevenson Ranch, CA 91381

DISCLAIMER: SPEAKERS/SPONSORS

The descriptions of speakers and times are correct at the time of publishing, and, in the event of unforeseen circumstances, DA4S reserves the right to alter or delete items from the event program. Diversity Alliance for Science (DA4S) act only as organizers of the event. The views expressed in presentations made at the event are those of the speaker and not, necessarily, of DA4S.

DA4S does not make any warranty, express or implied, including warranties of merchantability and fitness for a particular purpose, and specifically disclaims any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, service, or process presented and makes no representation that any use would not infringe upon privately owned rights.

USAGE OF PHOTOGRAPHIC AND VIDEO MATERIALS RELEASE AND DISCLAIMER

To comply with global privacy laws, DA4S imposes certain restrictions on the use of visual media (meaning photography, video, audio, online streaming, and all future mediums) at its events.

Attendees are permitted to use hand-held cameras or smart phones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive.

Photographs may not be published, sold, reproduced, transmitted, distributed, or otherwise commercially exploited in any manner whatsoever.

DA4S disclaims all liability for the capture of your image in any visual media format by other Participants at the Event.

DA4S may hire professional service providers or use in-house resources to take visual media of any portion of the event to document and display the event experience. These visual media materials may be used in future marketing materials or on DA4S's website. DA4S may also use social media (e.g., Facebook, Twitter, Instagram, LinkedIn) to post real-time photographs and videos to its social media feeds during the event. By attending the event as a Participant of the Event, you acknowledge and agree that DA4S has permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any visual media materials taken or made on behalf of the 2024 Event. You further acknowledge and agree that DA4S has and will have complete ownership of such visual media, including the entire copyright, and may edit and use them for marketing and promotional activities, (including being used and reused in whole or in part for publication, broadcast, multimedia production, internet distribution, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, advertisements, and any promotional or educational materials in any medium now known or later developed) and for any other lawful purpose in the ordinary course of its business. You also acknowledge and agree that you will not receive any compensation for the use of such visual media and hereby release DA4S and its agents and assigns from any and all claims that arise out of or are in any way connected with such use.

CONFLICTING EVENTS DURING EVENT PUBLISHED SCHEDULE

All attendees and sponsors agree not to extend invitations, call meetings, host hospitality events, or otherwise encourage the absence of industry professionals or registered event attendees from all scheduled event sessions, and meeting rooms during the hours of all DA4S Event activities. Please contact dee@diversityallianceforscience.com for additional guidance on private functions.

WAIVER OF LIABILITY AND RELEASE OF CLAIMS

In consideration of being allowed to register for, and participate in the Event, you (whether as a event attendee, sponsor, guest speaker or invited event guest) hereby warrant and represent that you are age 18 or above and acknowledge a willingness, freely and voluntarily, without any inducement, assurance, or guarantee being made to you, to attend the Event and HEREBY FREELY AGREE TO DEFEND, INDEMNIFY, WAIVE, RELEASE FROM LIABILITY, COVENANT NOT TO SUE, ASSUME ALL RISKS, AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST DA4S AND THE MARRIOTT HOTEL, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND BOARD MEMBERS (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, INCLUDING BUT NOT LIMITED TO COVID-19, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPANT'S PARTICIPATION WITH THE EVENT. THIS LIABILITY WAIVER AND RELEASE IS SPECIFICALLY BINDING UPON PARTICIPANT HEIRS AND ASSIGNS AND IS KNOWINGLY GIVEN.

AGREEMENT

By submitting your registration, you, as the Participant (and your guests) agree to be bound by and to abide by these Rules and Regulations and all amendments thereto, as well as all decisions of DA4S.

AMENDMENT OF RULES

DA4S reserves the right to make changes, amendments, and additions to these rules at any time, and all changes, amendments, and additions so made shall be binding on the attendee with the provision that all attendees will be advised of any such changes. Any matters not specifically covered herein are subject to decisions by DA4S.

FOR ADDITIONAL INFORMATION:

Send request via email with "DA4S Event 2024 Information Request" in the subject line to:
dee@diversityallianceforscience.com.

NOTE ABOUT SAFETY

Standing on chairs, tables or other furniture is prohibited. This furniture is not engineered to support standing weight. DA4S and the EVENT VENUE cannot be responsible for injuries or falls caused by the improper use of furniture.

All attendees are prohibited from possessing, storing, or bringing onto the property materials that constitute hazardous materials (as defined by federal, state, and local law) unless the hazardous materials are possessed and used in compliance with all federal, state, and local laws.

FAILURE TO HOLD THE DA4S EVENT

Should any contingency prevent the holding of the event, DA4S may retain such part of the attendee's fees as shall be required to compensate DA4S for expenses incurred up to the time such contingency shall have occurred. All remaining fees may be refunded in DA4S's sole discretion. However, attendees will not be reimbursed if the event is cancelled, postponed, curtailed or abandoned due to acts of God, war, invasion, hostilities (whether war is declared or not), radioactive contamination, government retaliation against foreign enemies, federal, state or local government regulation or advisory, disasters, flood, fire, earthquakes, other potential disaster(s) or catastrophe(s) such as epidemics or pandemics, accidents, or other casualty, strikes or threat of strikes, acts of attendees, civil disorder, riot or other civil unrest, terrorist acts or threats of terrorism, acts of foreign enemies, government order, law or action, embargoes or blockades in effect on or after the date [registration opens], national or regional emergency, strikes, labor stoppages or slowdowns, telecommunication or computer (hardware or software) breakdowns, power outages or shortages, or a curtailment of transportation services or facilities preventing attendees from attending, or inability or delay in obtaining supplies of adequate or suitable materials, or a similar intervening cause or event beyond the control of DA4S making it illegal, impossible, unsafe, or commercially unreasonable or impracticable to hold the Event. The Event will then be held virtually and all tickets will apply to the virtual event.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with DA4S, and I willingly engage in DA4S in-person event.

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST DIVERSITY ALLIANCE FOR SCIENCE AND ITS AFFILIATED PARTNERS AND SPONSORS, 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 I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE IN PERSON EVENT.

ASSUMPTION OF THE RISK. Participant acknowledges and understands the following:

1. Participation at the event 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 does exist;
2. Participant knowingly and freely assume 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. Participant hereby knowingly assumes the risk of injury, harm and loss associated with the event, 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. I acknowledge the health risks associated with the event, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I do experience any of these or any other symptoms during the Event, I will discontinue my participation immediately and seek appropriate medical attention.

I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE EVENT.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Diversity Alliance for Science event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) Diversity Alliance for Science, Inc. (b) the property or site owner of the Activity, (c) Marriott Hotel, and (d) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (d), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if 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 ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.