



By registering for and participating in any Event hosted by the **Water Environment Federation®** ("WEF®") and the Pacific Northwest Clean Water Association (PNCWA) ("MA"), you, on your behalf and on behalf of any other third party acting on your behalf (collectively "you" or "Attendee") hereby agree to these Terms and Conditions, as follows:

- 1. HEALTH & WELL-BEING PROTOCOLS:** While there are currently no protocols in place, in the event any protocols are needed, all WEFMAX attendees agree to follow all Health & Well-being protocols implemented on-site for the Event and as a condition of participation you agree you will follow these protocols. Should you fail to observe any of the protocols, you may be removed from the Event without refund.
- 2. CONSENT TO RECORD.** By participating in the Event, Attendee agrees that its name, photograph, voice, biographical information, likeness, name, comments, voice, persona, writings and/or personal property recordings, children (if applicable), testimonial, endorsement and any intellectual property rights on all elements contained in or resulting from participation in the Event (collectively the "Likeness") shall be captured, displayed, and may be used in any and all media or forms by WEF, the MA, or third parties without compensation or notice, including for promotional or advertising purposes.

WEF or the MA may hire professional service providers (photo/video/streaming/audio) to document and display the Event experience. WEF or the MA may also use social media to post real-time photos and videos to its social media feeds; and display select submissions from those feeds on monitors throughout the Event venue. Attendees, speakers, sponsors, and exhibitors are encouraged to capture their Event experiences and post their own social content from the Event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, speaker, sponsor, exhibitor, third party, WEF, or the MA. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the Event an Attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Attendee.

Attendee further grants WEF, the MA and third parties a royalty-free, perpetual, irrevocable license to reproduce, distribute, publicly perform, and publicly display the Likeness, including any associated intellectual property, such as images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, to prepare derivative works based upon the Likeness, and to grant sublicenses to third parties to exercise these licensed rights. Attendee understands and agrees this permission signifies that photographic or video recordings and Attendee may be electronically displayed, reproduced, recreated, recorded, performed, exhibited, distributed, copied, edited, changed, modified, added to, subtracted from, re-titled and adapted, and otherwise used and exploited without having to give any compensation or attribution to Attendee or any third party via the Internet, email or in other public educational settings without notice.

- 3. NO RECORDING.** Attendee further agrees Attendee shall not use any audio or video recording technology (including devices with digital camera functionality, such as smartphones or tablets,

and recording software, such as screen capture or similar software) during a presentation and not record or photograph any speakers or any presentation at the Event, unless expressly permitted by WEF. Attendee shall not make any part of the materials presented at the Event (any "Materials") public or issue any press releases related to the Event without express prior written approval from WEF ("Public Statements"). Among any other remedies available to it, WEF expressly reserves its right to terminate Attendee's participation in the Event immediately upon notification that any Public Statements have been distributed in violation of this provision and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to WEF.

4. **PARTICIPATION.** You agree to contribute Personal Data for the purpose of participating in the Event. You represent and warrant that the Personal Data you provide to the WEF and the MA shall be accurate and complete. You agree to provide truthful and accurate registration information as requested; and to promptly inform WEF of any changes to your registration information. Such Personal Data will only be used by WEF and its contractors as reasonably required for providing services as contemplated hereunder. You understand that your user activity and overall presence at the conference will be monitored by our Registration Vendor, Maritz.
5. **CODE OF CONDUCT:** WEF is committed to providing a professional, safe, and welcoming environment during its in-person and virtual events for all water professionals and their guests. WEF expects all attendees, exhibitors, speakers, sponsors, media, and other participants to uphold our commitment to diversity and inclusion by helping us provide a positive conference environment for everyone.

As an Attendee, you agree to the following:

- To treat all individuals with respect and create a collegial, inclusive, and professional environment.
- To value a diversity of views and opinions by communicating openly with respect for others.
- Not to verbally abuse any individual or to discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank.
- To abide by the Compliance with Antitrust Laws section of this [WEF Event Code of Conduct](#).

Anyone requested to stop unacceptable behavior is expected to comply immediately. WEF management may take any action deemed necessary and appropriate, including removal from the Event (and any remaining portions thereof) without warning and without refund of the registration fee.

Additionally, if you are a WEF Member, you agree to uphold the WEF Member Code of Conduct while attending WEF Events.

Reporting Concerns

Violations of the Event Code of Conduct, any dangerous situations, or anyone in distress should be reported immediately to a WEF Event representative, the WEF Event Ombuds (if any), the WEF Executive Director (executivedirector@wef.org), or the WEF Event venue security.

Any Attendees who feel physically unsafe or believe a crime has been committed at the Event, should contact local police immediately.

Anyone requested to stop unacceptable behavior is expected to comply immediately.

For the complete event Code of Conduct, please visit.

<https://www.weftec.org/about/code-of-conduct/>

6. **FIREARMS.** Firearms, weapons (including weapon replicas), ammunition, dangerous or hazardous devices or substances, and illegal items are prohibited at WEF Events. WEF participants acknowledge all bags are subject to search and metal wand screening.
7. **INDEMNIFICATION.** Attendee, on behalf of yourself, and your successor, heirs and/or assigns (collectively the "Indemnifying Party") agrees, at its own expense, to indemnify, defend, and hold harmless WEF, its affiliates, officers, board, staff, representatives, agents, members, and employees (each the "Indemnified Party") against any demands, actions, suits (including, but not limited to, suits arising from infringement of copyright, proprietary rights of claim of libel, obscenity or invasion of privacy that may arise out of any party of participation in the Event), damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys' fees and costs, of whatever kind or nature (collectively "Claims") incurred by any Indemnified Party, as a result of the Indemnifying Party's willful misconduct, gross negligence, negligence, or any violation of any federal or state law, rule or regulation. The Terms and Conditions shall survive the termination of the Event.
8. **MODIFICATION; INTERPRETATION.** WEF reserves the right to modify these Terms and Conditions without notice to Attendees. WEF has the sole and final authority to interpret these Terms and Conditions. Any matter not covered in these Terms and Conditions are expressly reserved to WEF for review and determination.
9. **VIOLATIONS.** You acknowledge that any violation of these Terms and Conditions may result in WEF issuing you a verbal warning, removing you from the Event without refund, restricting you from attending future WEF events, and revoking your membership in WEF. Please indicate your acknowledgement and acceptance of these Terms and Conditions by checking "I Accept".