

## ENDEAVOR ONSITE TERMS & CONDITIONS

*Before receiving your badge onsite and entering the Higher Education Recreation Summit (the "Event"), you will be asked to acknowledge and accept the following Terms & Conditions of admission to the Event.*

*Please take a moment to review this document before arriving at the Event to minimize delays picking up your badge at Higher Education Recreation Summit Check-In.*

In consideration of being permitted to enter Endeavor Business Media, LLC's (the "Company") Higher Education Recreation Summit at Lincolnshire Marriott Resort (the "Venue") and engage in the Event activities and in recognition of the Company's reliance on my commitments, I agree to all the terms and conditions to admission to Event set forth in this agreement (this "Release").

I am aware of the contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19), which I understand may in some cases may result in serious illness, personal injury, permanent disability, or death (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by being on the Premises and participating in the Event. I acknowledge that I bear responsibility for myself and the risk that I present to others as well as the fact that risk of exposure may result from or be compounded by the actions, omissions, or negligence of others, including Company employees and therefore, I agree as follows:

- I certify that I am not sick and do not have signs or symptoms of COVID-19 and that I am not waiting on the results of a COVID-19 test. I will not enter the Venue or participate in person at any activities of the Event if I am experiencing any signs or symptoms of COVID-19. I acknowledge that common symptoms of COVID-19 include (but are not limited to):
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- UNDERSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I AM VOLUNTARILY ENTERING THE VENUE TO PARTICIPATE IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND I ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH AND/OR PROPERTY DAMAGE RELATED TO THE DISEASE ARISING FROM MY BEING AT THE VENUE OR OTHERWISE PARTICIPATING IN THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.
- I EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY AND ITS AGENTS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY BEING AT THE VENUE OR PARTICIPATING IN THE EVENT AND BEING EXPOSED TO OR CONTRACTING THE DISEASE, WHETHER OR NOT ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES. I COVENANT NOT TO SUE OR OTHERWISE MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT APPLICABLE LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

- While at the Venue or otherwise participating in the Event, I agree to be socially responsible and fully comply with COVID-19 health and safety measures and protocols established by the Event and the Venue for attendance as well as applicable State and local requirements, including, but not limited to, wearing approved face covering at all times, maintaining appropriate social distance from others, wash my hands frequently (or suitable sanitizing alternative).
- I agree to immediately isolate myself and notify Event personnel if during the Event or within seven (7) days thereafter I develop signs or symptoms of COVID-19 or become aware that I, or someone I have been in close contact with, is exposed to or exhibits symptoms of COVID-19 or receives a positive COVID-19 test.

I grant Endeavor Business Media, LLC and its affiliates permission to use registrant's image in photographs, video or other medium obtained during the event for marketing, promotional and other business purposes.

I confirm that Endeavor and its affiliates and relevant partners may contact you via email with general event communications and advertisements about current and future events and other media which may be of interest to businesses and individual participants in my industry. I understand and agree that my personal information will be processed in the United States in accordance with Endeavor's [Privacy Policy](#) and that I may unsubscribe from these promotional messages at any time.

Endeavor reserves the right to accept, reject or prohibit registration for or attendance at its events, including Event, at any time for any reason.

These Terms and Conditions, including the Release, constitutes the sole and entire agreement of the Company and me with respect to my attendance at and participation in Event. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Davidson County, Tennessee and I hereby consent to the exclusive jurisdiction of such courts.