



**THE TERMS AND CONDITIONS FOR TEACHER-PARTICIPANTS OF THE 2023 AOPA FOUNDATION HIGH SCHOOL TEACHER WORKSHOPS (THESE “TERMS AND CONDITIONS”). THESE TERMS AND CONDITIONS WILL APPLY TO TEACHER-PARTICIPANT (OR ENTITY REGISTERING THE PARTICIPANT FOR THE TEACHER WORKSHOPS (COLLECTIVELY THE “PARTICIPANT”)) WHO REGISTER FOR THE AOPA FOUNDATION’S 2023 TEACHER WORKSHOPS (“WORKSHOPS”) AND THE AOPA FOUNDATION INC. (“AFI”). THE PARTICIPANT IN THE WORKSHOPS AGREES AS FOLLOWS:**

1. General Guidelines/Rules of Conduct:
  - a. Participant must abide by all the rules and requests of AFI and its staff concerning the Workshops, its facilities, equipment, Workshops attendees, and property (including property owned or controlled by the Workshops venue) (“Workshops Property”), which may, without limitation, be issued orally.
  - b. Participant will not engage in behavior injurious to the reputation, safety, or enjoyment of AFI, other Participants, or any Workshops attendee.
  - c. Compliance with Laws: Participant agrees to comply with all applicable federal, state, and local laws, rules, and regulations, including health and safety codes and related to its use of the Workshops Property.
  - d. COVID-19 Guidelines: Participant will abide by all Center for Disease Control and AFI COVID-19 Guidelines and health measures. Such measures may include, but not limited to, wearing masks, having temperatures checked prior to entering the Workshops, and maintaining social distancing measures.
2. Term: The Term of this agreement will commence upon the date of registration by Participant (“Effective Date”) for the Workshops and terminate upon the conclusion of the Workshops.
3. Workshops Dates. The tentative dates of the Workshops in 2023 are:
  - a. June 5 – 8, 2023, at the University of Oklahoma; and
  - b. July 18 – 20, 2023, at AOPA Headquarters.
  - c. These Workshops dates and locations may change, and additional Workshops may be added based on AFI’s reasonable discretion.
4. Payment of Participant Fees. Participant agrees to pay \$300 and all registration fees at the time of registration.
5. Cancellations/Withdrawals by Participant.
  - a. To process any applicable refunds, all Participant must make cancellation requests in writing.
  - b. Cancellation Fee: AFI will charge Participant a 25% cancellation fee for cancellations received thirty (30) days or less prior to the Workshops.

6. Termination by AFI. Without limiting any other remedies available, upon AFI's written notice to Participant, AFI may immediately suspend Participant's access to the Workshops or Workshops venue and terminate the Agreement immediately upon any: (i.) unauthorized or illegal use of the Workshops Property by Participant; (ii.) Participant non-compliance with AFI instructions or with any term/provision of the Agreement; or (iii.) non-payment of applicable registration Fees. Upon the termination of the Agreement by AFI, any rights or licenses granted to Participant will automatically terminate, and Participant may not continue to use the Workshops Property or venue. Participant will not hold AFI liable for any costs, losses, damages, or other liabilities arising out of or related to AFI's termination of the Agreement pursuant to this section.
7. Cancellation or Rescheduling of Workshops.
  - a. Rescheduling of the Workshops. The parties understand, acknowledge, and agree that due to factors beyond the control of either Party, such as, without limitation, weather, COVID-19 related government (federal, state, or local) restrictions, rules, regulations, etc., or environmental factors, AFI may need to reschedule or cancel the Workshops up to twenty-four (24) hours before the Workshops. If AFI reschedules the Workshops as permitted herein, AFI will make reasonable efforts to reschedule the Workshops within thirty (30) days of the originally scheduled Workshops date. If AFI is unable to reschedule the Workshops within thirty (30) days of the originally scheduled Workshops date, AFI will cancel the Workshops and refund to Participant all Fees paid.
  - b. Except to the extent as described in this Agreement, the parties agree that AFI will not be liable to Participant for any costs or damages whatsoever which may be incurred by Participant due to AFI's rescheduling or cancellation of the Workshops, or any portion of this Agreement.
8. Media Release. Participant grants to AFI all rights, titles, and interests in photographic images or audio/video captured by AFI, or its authorized agents, during the Workshops. Participant grants to AFI a worldwide, non-exclusive, and perpetual license in and to all photographic images and video or audio recordings that may capture Participant's face(s), sound, or likeness by AFI, or its authorized contractors, during the Participant's engagement with the Workshops. AFI may use these recordings in media channels, marketing activities, or otherwise in the discretion of AFI.
9. Limitation of Liability.
  - a. AFI will not be responsible for Participant personal or business property.
  - b. Assumption of Risk. Participant hereby expressly and specifically assumes the risk of injury or harm that may arise from its participation at the Workshops and forever releases AFI from any liability for injury, illness, death, or property damage resulting from its participation in the Workshops.
  - c. Release Waiver, and Covenant not to Sue. Participant does releases and forever discharges, covenants not to sue, and holds AFI harmless (including its employees, officers, affiliated companies, and authorized agents/contractors) from any liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may arise from Participant's involvement in the Workshops except to the extent such liability or claim was caused by the gross negligence or willful misconduct of AFI. AFI HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE AND IN NO EVENT WILL AFI'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY PARTICIPANT. IN NO EVENT WILL AFI, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR CONTRACTOR'S BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WORKSHOPS.

10. Indemnity. Participant will indemnify, defend, and hold AFI and its employees, directors, officers, agents, and contractors harmless from and against any and all loss, damage, costs, liabilities or claims including 3<sup>rd</sup> party claims and including property damage, injury, or death and reasonable attorneys' fees arising out of or related to Participant's activities, or use of the Workshops venue, including but not limited to Participant's negligence, gross negligence, intentional misconduct, or criminal activities.
11. Miscellaneous.
  - a. Assignment. Participant may not assign, transfer, or otherwise delegate its rights or interests in this Agreement, in whole or in part, without prior written consent of AFI.
  - b. Relationship of the Parties. No agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement and the parties will at all times be considered independent companies/contractors to one another.
  - c. Governing Law, Forum, and Attorney's Fees. This Agreement is governed by and construed in accordance with the laws of the State of Maryland and subject to the jurisdiction and forum of the same. Both parties agree to personal jurisdiction and venue in the State of Maryland and waive any right to object to an inconvenient forum. If AFI needs to engage an attorney to enforce its rights under this Agreement, and AFI prevails in its action against Participant, then AFI may recover reasonable attorney fees, legal costs, and other collection fees and costs incurred in connection with such action.
  - d. Dispute Resolution. In the event of any dispute arising out of or related to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation and discussion. If the parties are unable to resolve the dispute through negotiation, the parties agree to participate in mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be in the State of Maryland. All aspects of the dispute resolution process shall be confidential, and either party will not disclose the outcome of the process except as may be necessary to enforce the decision of the mediator or arbitrator.
  - e. Force Majeure. Neither Party will be responsible or liable for, or deemed in default for,

any delay or failure of performance due to causes beyond its control and therefore make performance inadvisable or commercially impracticable, including but not limited to accidents, acts of God, labor disputes, actions of any government agency, interruptions or delays in transportation, fuel supplies or electrical power delays, epidemics, pandemics (such as the ongoing Covid-19 pandemic), disease outbreak, or public health crisis. Either Party seeking to terminate this agreement through this clause must give reasonable notice in writing to the other party.

- f. Severability and Waiver. The parties agree that any remaining provisions of this Agreement will continue in full force and effect if a court of law declares any portion of this Agreement as void or unenforceable. AFI's waiver, modification, or failure to insist upon any conditions or terms of this Agreement will not be construed as a waiver or relinquishment of AFI's right to future performance of any such term or terms, nor will it void, waive, or modify any other terms or conditions of the Agreement.
- g. Complete Agreement. The Agreement, along with these Terms and Conditions, any terms and conditions as referenced throughout the Workshops application or registration process and as posted at the Workshops constitutes the complete and exclusive understanding and agreement between the Parties regarding Participant's attendance at the Workshops and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to this subject matter.

**[End of Terms and Conditions]**