



THE TERMS AND CONDITIONS FOR TEACHER-PARTICIPANTS OF THE 2026 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 2026 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. Pandemic Guidelines: Participant will abide by any and all Center for Disease Control and AFI Pandemic Guidelines and health measures. Such measures may include, but are 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. Participant Fees. AFI will cover the registration cost for one of the locations (Florence or Louisville).
4. 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.
5. 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, pandemic (as declared by the CDC, WHO, or governmental entity), 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.

6. Accommodation and Meals:

- a. For the teacher workshops held in Florence or Louisville, AFI will hold the room and cover the cost of up to 3 nights of accommodation at the designated hotel for attendees.
- b. Participant will be required to provide a credit card upon check-in, and will be responsible for any incidental charges including, but not limited to, parking, minibar, room service, or other expenses not covered by AFI, which may be charged to Participant's provided credit card.
- c. Hotel Room Damage: Participants are fully responsible for any damage caused to hotel rooms and facilities provided by AFI during their stay. Participants shall indemnify, defend, and hold AFI harmless from any claims, damages, or liabilities arising from their actions that result in damage, destruction, or loss of property belonging to the hotel or other third parties. AFI reserves the right to seek reimbursement from the Participant for any costs incurred due to such damages.
- d. During the three event dates, AFI will provide breakfast and lunch meals. Any other meals or food expenses will be the responsibility of the attendee.

7. Travel Expenses: Attendees will be responsible for all travel expenses incurred to and from the workshop location, including but not limited to airfare, ground transportation, parking at training sites, and any additional expenses related to travel.

8. Prohibited Recording: Participant acknowledges and agrees that no portion of the Workshops, including but not limited to the sessions, presentations, materials, or activities, may be recorded in any form (audio, video, or otherwise) without the prior written consent of AFI. Participant agrees not to record, reproduce, distribute, or transmit any part of the Workshops in any form or by any means, electronic or mechanical, including but not limited to audio recording, video recording, live streaming, or photography, without AFI's prior written authorization. Any unauthorized recording is strictly prohibited and may result in immediate removal from the Workshops and potential legal action.

9. 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.

10. 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.

11. 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 3rd 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.

12. 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 always be considered independent 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 (as declared by the CDC, WHO, or governmental entity), 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]