

Last Updated: February 23, 2024

**CONCIERGE MEDICINE TODAY, LLC. | Conference Participant Agreement / Registration Terms & Conditions**

THIS IS A LEGAL DOCUMENT. Applies to Any/All: Attendees; Speakers; Sponsors Representatives; Speakers; and Invited Guests.

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**I. INTRODUCTION.** Concierge Medicine Today, LLC.'s (herein "CMT" 2024 ("Conference" or "CMT Conference" or "event" "Event" or "activities") will take place at the Forsyth Conference Center in Cumming, Georgia (the "Venue") on October 17-19, 2024. By registering for Conference, you, and any/all named individuals listed on your registration form (or additional names provided to CMT in advance of Conference date(s)) as participating, attending, or registering to attend, agree to the following terms and conditions. I (herein "You" or "Registrant" or "Registrant Signatory") acknowledge that I derive personal satisfaction and a benefit by virtue of my attendance and/or participation and/or voluntarism as a speaker, (if applicable) with Conference, and I willingly want to engage in this Conference. I also understand that each person(s) in my party is agreeing to, consenting, bound to and have read these Registration Terms and Conditions (herein "Agreement" or "Registration Terms and Conditions"). I understand that entry will not be permitted until acceptance of Registration Terms and Conditions is received by CMT's registration team at Conference check-in. I understand I (or they) may each be asked to show proof of registration and/or verify their registration and acceptance or asked to scan and accept these Registration Terms and Conditions on-site by a CMT Conference team member at time of check-in before entry is permitted to Conference. With the exception of Sponsorship Agreements already in place, and/or Speaker Agreements in place, this document between you constitutes the entire and only Agreement between you and CMT and supersedes all other Agreements, representations, warranties, and understandings with respect to our Conference and the subject matter contained herein. However, for you to use our Conference and/or services, event app or web site properties, you may also be required to agree to additional terms and conditions, such as our Privacy Policy ([www.conciergemedicinetoday.org/tcpp/](http://www.conciergemedicinetoday.org/tcpp/)). Those additional terms and conditions are to be incorporated and included as stated in this Agreement unless otherwise noted.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS ATTENDING THIS CONFERENCE, or PARTICIPATING, or ENTERING, or GATHERING, or REGISTERING, or ACCESSING AND DOWNLOADING OUR EVENT APP, NOW CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR CONFERENCE, DELETE OUR EVEN APP, and CEASE USING OUR WEB SITE(S) IMMEDIATELY AND DO NOT USE, ACCESS, INTERACT AND/OR ENGAGE FURTHER WITH CONFERENCE OR CMT.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT.** By electronically acknowledging or signing the registration form at (<https://form.jotform.com/61644628341961>) to attend or participate in Conference you are now accepting these Registration Terms and Conditions. Registrant Signatory below represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the any additional individuals, co-workers, spouse, friends, colleagues, company representatives and related or affiliated partners, directors, trustees, officers, employees, agents and/or subcontractors and will now bind the Registrant Signatory to this Agreement and all Terms and Conditions pursuant to this Conference, activity or event. You, the Registrant Signatory, as noted on the Registration confirmation document(s) acknowledges and agrees that all named individuals as well as you, have now read, understand and agree to the entirety of the terms of this Agreement, incorporated by reference herein (below). ADDITIONALLY, YOU, and all named individuals listed as participating, attending, or registering to attend, ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND YOU AGREE TO IT OF YOUR OWN FREE WILL.

**II. GENERAL PROVISIONS.** These General Provisions apply to the Conference registration and the Conference itself.

**III. MODIFICATION TO THESE TERMS.** By registering for Conference, you hereby consent to these Registration Terms and Conditions and agree to be bound by them. Concierge Medicine Today, LLC ("CMT") reserves the right to update and change any part or all these Registration Terms and Conditions at any time without notifying you first. If any changes to these Registration Terms and Conditions have a material effect on the privacy of individuals, CMT will follow applicable privacy regulation obligations. If CMT updates or changes these Registration Terms and Conditions, the updated Registration Terms and Conditions will be posted on the Conference website at <https://www.conciergemedicinetoday.net/faqs-cmt-events> or <https://www.conciergemedicinetoday.net/liveevents>.

**IV. OUR RELATIONSHIP TO YOU.** This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and Concierge Medicine Today, LLC.

**V. ADMITTANCE.** In its sole discretion and without refund or liability, CMT reserves the right to refuse admittance to or expel from Conference anyone that it determines is behaving in a manner that could be disruptive to Conference or any other attendee or participant.

**VI. PERSONAL RELEASE.** Professional and personal photographs, audio, and video will be captured during the Conference. You, and anyone in your party, hereby grant CMT and its representatives' permission to photograph and/or record you and them at the Conference and distribute (both now and in the future) the image(s) or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities and you consent and understand that you have waived any rights or claims for damages, remuneration, defamation, legal action, etc., arising out of the enforcement of this rule. 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 ACTIVITY.

### **VII. FORWARD LOOKING STATEMENTS.**

Some of the Conference presentations will contain projections or other forward-looking statements regarding healthcare, future events, or the future financial performance. Words such as "expects," "goals," "plans," "believes," "continues," "may," and variations of such words and similar expressions identify forward-looking statements. In addition, any statements that refer to or may imply future financial performance, anticipated growth and trends in businesses, and other characterizations of future events or circumstances are forward-looking statements. All such statements that are not historical facts are based on current expectations and are subject to several risks and uncertainties, and the actual events or results may differ materially.

### **VIII. ASSUMPTION OF RISK.**

You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Conference and waive any claims against CMT, its respective representatives, employees, agents, contractors, sub-contractors, affiliated companies or its Partners relating to such risks.

**Your participation in and/or attendance of the Conference is completely voluntary.** CMT does not guarantee admittance to any specific session, event, workshop, reception, meeting, or keynote and reserves the right to refuse admittance to any session, meeting, keynote or event to any person, at its sole discretion without reason or financial or legal recourse by you. Unless specified otherwise all events, keynotes and sessions are seated on a first-come first-served basis.

**Views expressed are those of the individual sponsor, speaker and/or may or may not reflect the views of Concierge Medicine Today, LLC.** This conference does not constitute medical, financial or legal advice. Never ignore professional medical advice in seeking treatment because of something you have heard at this event. An interview &/or sponsored exhibit is not an endorsement or recommendation of any one individual &/or company/product.

**IX. PRIVACY.** It is understood that CMT's Privacy Policy is also considered part of this contract. By participating in this Conference in any capacity, you are consenting to and agree to CMT's Privacy Policy. You may access it here: [www.conciergeclinicmedicinetoday.org/tcqp/](http://www.conciergeclinicmedicinetoday.org/tcqp/).

### **X. CREDENTIAL AND BADGE CONTROL.**

A government issued photo ID may be required to collect Conference credentials/badges. Photocopies and electronic copies are not considered an acceptable form of ID. CMT Conference-issued credentials/badges are the sole property of CMT and must be surrendered upon demand to CMT and/or its representatives or agents. CMT Conference-issued credentials/badges have no monetary value and may not be used for future CMT Conference(s).

**Wearing Your Badge.** While onsite at Conference or designated on-site activities, CMT Conference-issued credentials/badge(s) must be prominently displayed.

### **Badge swapping and/or sharing is strictly prohibited.**

Any attendee, individual or participant suspected of or found using another attendee's login credentials or loaning out their credentials to another individual will have their credentials revoked without refund and waives any rights or claims for damages arising out of the enforcement of this rule. Any attendee found using another attendee's badge or loaning out their badge to another individual will have the badge confiscated and will be removed from the premises, with the other individual, without refund and waives any rights or claims for damages arising out of the enforcement of this rule.

**False certification** of an individual as an attendee, agent, representatives, exhibitor representative, misuse of a CMT Conference-issued badge, or any other method or device used to assist unauthorized personnel to gain admittance to the Conference, will be just cause for expelling the individual(s) and any representative(s) involved and/or banning them from future entrance into any CMT Conference in the future. If applicable, this would also warrant the removal of the exhibitor's booth from the Conference without obligation on the part of CMT to refund any fees. The sponsor/exhibitor, his/her employees and agents, and anyone claiming to be participating, in or at the Conference through the exhibitor, waives any rights or claims for damages arising out of the enforcement of this rule.

### **XI. UNAUTHORIZED INTERCEPTION OF DIGITAL DATA.**

Any unauthorized effort to intercept digital data is strictly prohibited, such as:

- Collecting electronically transmitted data without consent of the owner of that data, or
- Collecting electronically transmitted data with consent of the data owner, but under fictitious pretenses.

This includes but is not limited to the following technologies used when collecting data under deceptive or nonconsensual means:

- RFID/radio-frequency identification
- NFC/Near-field communication

- Bluetooth wireless technology
- Wi-Fi technology

### **XII. OTHER DATA SHARING.**

By attending any and all part(s) of Conference, you consent to CMT sharing your contact data with the sponsors and participants, attendees, etc., of the Conference. Additionally, you consent to then be subject to the communications and privacy policies of those entity's and/or individuals and should opt-out with them directly. Such information may include but is not limited to: Full Name; Company Name; Business Address; Personal Address On File (or Address Provided At Time of Registration on JotForm); City; State; Zip; Country; Telephone; Office Telephone; Cell Phone; Email Address; Specialty; Title; and more. You also consent to CMT using your contact data (email; first and last name) for "CMT's eJournal", "Call for Speaker," "Job Advertisements," and "Industry News" purposes in the future.

### **XIII. CODE OF CONDUCT.**

You must adhere to CMT's Code of Conduct. CMT will enforce this code and expects cooperation from all Conference participants (e.g., attendees, guests, spouse, speakers, media, agents, employees, co-workers, friends, sponsors, volunteers, etc.) to help promote a safe and enjoyable Conference experience for everyone.

**Be supportive.** Encourage and support your fellow members. No one here is looking for your criticism, cynicism, advice, or judgement.

**Share generously.** Your stories and experiences may be exactly what another member needs to hear today to solve a problem or seize an opportunity.

**Be constructive.** We're here to push each other forward and lift each other up. Find ways to help each other think bigger, reframe challenges, and stay curious.

**Don't spam, canvas, over sell, blatantly promote, or troll.** This event/conference/community exists to help others learn. Give more than you take to this event. Self-promotion, spam and irrelevant, unethical guidance is strictly prohibited and is not allowed. It's not a place to spam, canvas, solicit or bully anyone else.

**Respect Everyone's Opinion and Privacy.** Being part of this event and/or discussions and group(s) whether online or live and in-person, requires mutual trust. Authentic, expressive discussions make events like this (online and offline) great but may also be sensitive and private. What's shared in the private should stay in the private setting but do however understand this is a public forum and this is to be treated as a public square, therefore, please refrain from sharing private and/or proprietary information you would not desire to be public knowledge in and/or at this event.

**I will have an open mind and a positive attitude.** While at Conference, CMT expects you, any attendees, sponsors, exhibitors, and their representatives to foster a

safe and positive experience for everyone. Unacceptable behavior which may or may not be limited to: rude, offensive or disruptive speech; offensive or rude social media post(s); heckling; demonstrating or selling a product as an attendee and not an authorized and approved by CMT, Conference exhibitor; defaming speech or defaming social media use; offensive photos; mischaracterizations of any person(s) in attendance; misinterpretation of information; inappropriate photo(s) taken; misuse or damage to property of any kind, including Venue or any individuals personal belongings; unlawful activity; rude behavior; accused of sharing offensive opinion(s) or rude social media posts while at Conference; hate speech; discriminatory or offensive gestures; etc.

**Unlawful Activity.** We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

**Unprofessional Character.** CMT reserves the right to remove any person and their party, company, parties, sponsor, exhibitor or individual(s) at its sole discretion for any reason it deems necessary, and you understand entry may be banned by CMT with no reason, legal claim, recourse, refund or remuneration. Under no circumstances is derogatory, defaming comments about individuals, companies, products, or services, or otherwise to be tolerated. Hard selling, canvassing, soliciting, expressions of rude behavior(s), profanity, or any other similar behavior as deemed by CMT, it's respective representatives and/or another Conference attendee, venue staff or exhibitor or sponsor. Please make sure everyone feels safe. Racial phrases, bullying of any kind, hate speech and/or political character assassinations and discrimination of any sort are strictly prohibited, not allowed, and will not be tolerated. No degrading comments about things like race, religion, culture, politics, sexual orientation, business choices, business models, gender or identity will not be tolerated. While all Political and religious views should be accepted and tolerated, please bear in mind this is a public and business event. Attendees typically use this time to learn about business and leadership, hear medical education information, learn about healthcare products and services and Conference(s) such as this are understood to be a public forum whereby it is an escape from all the chaos on the news channels, distractions at work/home, and a social media timeline.

**Impeding Others Ability To participate, promote, advertise, network, learn, discuss, co-exist, or operate in this Conference and/or environment.** This is understood to be a public forum in which Conference attendees, speakers, exhibitors, and sponsors desire to learn and network. By becoming a participant (e.g., sponsor; attendee or any other type of paid or unpaid or invited participant), you consent to respect other people, opinions, views, organizations, and their representative(s), and will not in any way impede their ability to participate,

promote, advertise, network, learn, discuss, co-exist or operate in this Conference and/or environment.

**Reporting Code of Conduct Violation(s).** Any breach of these Registration Terms and Conditions, observations, SPAM and/or harassment during Conference should be immediately reported to CMT and a Venue staff person immediately. If such a violation is brought to CMT or Venue representative(s) attention, even suspected, arises, witnessed second-hand, observed and/or heard from, suspected or reported by a third party, or any of the like, all individual(s) in their party, any person(s), any exhibitor(s), any speaker(s), any sponsor(s), etc., will be asked to leave and potentially the police involved. Attendance and any future inclusion or participation in the Conference and future CMT activities may also be immediately terminated and all individuals and organization(s) and their respective representatives and/or agents, waive any rights or claims for damages arising out of the enforcement of this rule. It is also understood that any and all person(s) and person(s) affiliated with suspected person(s), will also be removed from Conference, the Venue and future CMT activities and they also waive any rights or claims for damages arising out of the enforcement of this rule and have no recourse for legal action or remuneration from CMT, it's respective agents, employees, representatives or affiliated business(es).

**Conference and any event App and social media use/post is considered a public forum and you hold harmless CMT.** You understand that while CMT will do their best as Conference organizer(s), you agree this is a public forum and that various opinions may be shared which may be different than your own. It is also understood that screenshots, videos, comments from various parties, attendees and sponsor participants may be posted on social media without your knowledge. You hereby acknowledge this will take place at Conference and consent to release to have your photograph, likeness, video recording, audio, company logo(s), and the like. In which case you release CMT and individual(s) posting from any damages and/or liability because of your participation in Conference.

**The use of profanity (live or virtually) and/or spam posts, etc.,** while rare ... may/will be requested for removal from social media but please do understand these comments, and any photographs taken with or without your knowledge, etc., may last for days, weeks, months or years in the public on online. These instances can, do and may happen in this environment and our public forum(s) both virtually and in-person, do come with that risk. You accept that risk by being here.

**Seek permission before you post.** You consent that if you post to social media or take a photo, video, or audio recording, before, during or after the Conference, you will make your best effort to seek to gain the permission of the person(s) before posting. Furthermore, you and all the parties mentioned or in post agree to indemnify CMT, it's respective agents, representatives and CMT affiliated companies and representatives from any claims for damages arising out of participating in this Conference.

**Be respectful online.** CMT expects every person(s), exhibitor, sponsor, attendee, physician, spouse, representative, staff, and person attending Conference to be respectful in what they write, post, photograph, record, or comment on or say about others. You agree to be respectful online and will promise to treat attendees, speakers, sponsors, exhibitors, colleagues, competitors, etc., with the utmost respect and in the highest regard, both professionally and personally.

**Alcohol.** You agree and consent that you are responsible for your own actions after consuming alcohol. You should not consume alcohol if you are pregnant or nursing or if your Physician notes that you may have an allergic reaction or drug prescription reaction. If permitted by CMT, there may be a cocktail reception. This event is TBA at a later date. However, You may not bring your own, nor leave the Venue nor the exhibit hall with alcohol. Security may be on site and authorized representatives may restrict or remove you if necessary due to alcohol consumption or behavior they deem inappropriate. Additionally, CMT contracted "pourer" arranged through caterer for any cocktail reception(s) or events may restrict your consumption of alcohol and reserves the right to refuse at any time your consumption of and admittance to the Conference for any reason without notice, refund or legal recourse. You and any and all heirs, family members, companies and/or co-workers indemnify, release and hold harmless CMT, it's respective agents, partners, employees, representatives, contractors and sub-contractors from any liability, damages or claims related to the consumption of alcohol during a Conference activity that results in injury, incapacity, falls, slips, accidents, injury, motor vehicle accident, rideshare accident(s), heart attack, stroke, allergies, death and or the misconduct of others related to the consumption of alcohol.

**This is a Public Forum.** Please be aware, this is a public forum, and your photograph may end up online, in a social media post(s), and attempts by CMT to remove your likeness and/or monitor these online activities are not available. While CMT may use their best efforts to monitor their own Conference-issued App environments, you understand and consent that CMT has no way to attempt to contact or remove a post or recording or photo that may have been made without your knowledge or permission. This includes but is not limited to: removing a comment you don't want online; a recording, photo taken without your knowledge or consent, your belongings, your brand, your name tag, etc. You understand this is a public space and your image may end up online or on someone else's social media feed with or without your consent, permission, or knowledge. You hereby release and hold harmless CMT and waive any rights or claims for damages which may arise.

**Integrity.** You understand that by attending this Conference, using CMT-owned website(s) or the Conference-issued event App, you and your likeness may be exposed to content that is offensive, indecent, or objectionable. You understand that CMT has no control over content and images captured while you participate in this public forum and do not in any way guarantee any one person(s), exhibitors, sponsors, speakers, etc., quality, accuracy, or their integrity.

**If you post online ...**You warrant that you will not use our Conference or your participation in Conference to infringe on the intellectual property rights of others in any way.

**In accordance with the DMCA and other applicable law,** we have adopted a policy of terminating the participation of any attendees whom we deem, in our sole discretion, to be infringers of others' intellectual property rights.

**The views expressed by any Conference attendee, speaker, exhibitor, or sponsor are not necessarily those of CMT.** All Conference attendees, speakers, exhibitors, and sponsors are solely responsible for the content of any and all individual or presentations, products, services, guarantees, warranty's, promises, marketing collateral, advertising, and online Web content and you waive any rights or claims for damages from CMT arising out of the enforcement or the use, purchase or trial from any of these Conference attendees, speakers, exhibitors, and sponsors, their respective agents, employees and/or representatives.

**XIV. SOLICITING OF ANY SORT DURING THE CONFERENCE STRICTLY PROHIBITED.** Canvassing, blanketing tables or chairs with printed materials of any kind, suit casing, outboarding guerilla demonstrating, marketing, or similar marketing tactics are strictly prohibited at Conference. CMT reserves the right in its sole discretion to remove and ban any individual or company or sponsor from Conference who is reported to be, seen, accused of, or witnessed, soliciting during Conference and who is not an Conference sponsor or exhibitor with express written permission by CMT to do such an action. CMT encourages attendees to support the paid sponsors and exhibitors who, in turn, are supporting the industry and not to listen to a sales pitch from an attendee, participant, company representatives, contracted agent, non-sponsor or non-exhibitor.

#### **XV. DISCOUNTS.**

- Only ONE (1) discount may be applied to any one registration and/or pass.
- Under no circumstances can any discounts be retroactive.
- Under no circumstances can any discounts be combined.
- Your fees must be paid in full before the respective Early Bird, Discount, or Standard deadlines in order to receive the pricing for those discounts.
- Questions may be made in writing to CMT at [editor@conciergemedicinetoday.org](mailto:editor@conciergemedicinetoday.org).
- All decisions are in CMT's sole discretion and shall be considered final.

**XVI. CHANGES TO TERMS AND CONDITIONS.** CMT reserves the right to change these Terms and Conditions at any time without giving you advance notice of the changes by email or in writing. We

may or may not post these changes on our website(s), at <https://www.conciergemedicinetoday.net/faqs-cmt-events> or <https://www.conciergemedicinetoday.net/liveevents>. Any changes will become effective immediately.

**Your continued attendance, participation in Conference, or use of our event App, or website(s), or use services, or use of presentations shared during or post-Conference after any update or changes to these Terms and Conditions will constitute your acceptance of and agreement to such changes.** If you do not agree with the changes to these Registration Terms and Conditions, you can choose to discontinue your participation in or at Conference, the use of our content, website(s), event app, services, and/or products without legal recourse or refund.

**XVII. CHANGES TO CONFERENCE MAY OCCUR WITHOUT NOTICE AND UNFORESEEN CIRCUMSTANCES MAY ARISE.** The Conference program schedule is subject to change at any time without prior notice. CMT cannot guarantee the attendance of any sponsor, person, attendee, company, exhibitor, or speaker, or that any scheduled event, session, keynote, topic presentation, or introduction to attendees or specific person(s) will take place. You release and hold harmless CMT if such a addition, deletion or change to Conference should occur with or without notice and will not hold liable nor seek reimbursement in the event of any cancellation or modification of the times, dates, speakers, sponsors, companies in attendance, topics presented, sessions outlined previous and/or events of the Conference advertised prior to date(s) of your attendance.

**CMT will not be held liable and no reimbursement will be made,** in the event of the cancellation or modification of the times, dates, sessions and/or events of the Conference as a result of an event that is beyond CMT's control, including but not limited to inclement weather, earthquake, flood, or other act of God, pandemic, epidemic, war, invasion, act of foreign enemy, hostilities, riot, national state of emergency, plague, act/threat of terrorism, civil unrest, strikes or other labor disputes, or any other similar or related event which delays or prevents any or all of the Conference.

**No Remuneration for any change to Conference.** In the event of change to the schedule, a speaker cancellation, room adjustment, topic change, speaker swap, you acknowledge there is no financial or legal recourse for such change occurring with or without notice.

**Informational purposes only.** You understand that all content presented, exhibited, discussed or mentioned in, during and/or at Conference including but not limited to slide presentations, social media posts, links, news, data, advertisements, marketing materials and/or other information received, heard or given is designed for informational purposes only for its Conference participants. You understand that none of the information, presentations or content learned is INTENDED to be medical, legal, or accounting advice and that redistribution

without the express written permission of CMT is strictly prohibited.

**Content Liability Release.** Neither CMT nor its content providers and/or speakers and exhibitors/sponsors and any of their respective representatives shall be liable for any errors, inaccuracies or delays in content, product or service, or for any actions taken in reliance thereon.

**XIII. PHOTOGRAPHY, AUDIO, AND VIDEO RECORDING.** CMT's Conference is held in a public space, therefore CMT does not prohibit attendees, exhibitors, sponsors, news organizations, or other companies from photographing Conference activities. You may be photographed, recorded and/or videotaped while attending the Conference. You agree and accept that such photographs, recordings, or videos of you may be used for future CMT Conference marketing materials. No remuneration, no credit, no recognition will be provided or required by CMT for use of your image.

**Video and audio recording of CMT content is strictly prohibited unless you have obtained express written consent from CMT.** Redistribution, recording, copying, or selling information shared or presented at Conference without the express written permission of CMT is strictly prohibited.

**Right to record, film, livestream, photograph or capture their likeness in any media.** By participating in the Conference, you grant CMT and its authorized representatives and other attendees and sponsors or exhibitors, on-site walk-ins and Venue staff the right to record, film, livestream, photograph or capture their likeness in any media now available or hereafter developed and to distribute, broadcast, use or otherwise disseminate, in perpetuity, such media without any further approval from the registrant or any payment to the registrant. This grant to CMT includes, but is not limited to, the right to edit such media, the right to use the media alone or together with any other information, and the right to allow others to use or disseminate the media.

**Consent to and permission to anyone around you the right to take photography, audio, and video recordings.** When you enter Conference, a room, hallway, lobby, session, exhibitor hall, breakout, outdoor property, parking lot, picnic tables on property, workshops, reception, meeting, general session, etc., you consent to and permit to anyone around you the right to take photography, audio, and video recordings and understand this may occur. By entering the Conference, Venue property, premises, whether it be outside or inside the building, you understand that wherever people are gathering or people is where photographs, filming and recording is occurring. You consent to be interview(ed), get photographed, be audio recorded, video recorded, albeit in the background as well, and release, hold harmless and indemnify anyone conducting these activities for life without legal action for remuneration, losses, defamation, tortious interference, claims, financial loss, character assassinations and the like. You understand you may not record audio or video of physical

or virtual sessions at any event, session, breakout or gathering, whether informal or formal while on site at the event without the express written permission of CMT.

**Future Use Permitted.** Images, photos and/or videos may be used to promote similar related CMT events in the future, highlight event and exhibit the capabilities of CMT and affiliated brands or businesses. You release CMT, its officers and employees, and each and any and all persons involved from any liability connected with the using, selling, taking, recording, digitizing, marketing, promoting, emailing, printing, or publication and use of interviews, photographs, likeness, edits, computer images, video and/or or sound recordings for life.

**Waiver and Release.** Furthermore, by entering the event premises, you waive and release all rights you may have to any claims for payment or royalties in connection with any reselling, use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged.

**Inspection Waiver.** You also waive any right to inspect or approve any photo, video, or audio recording taken by CMT or the person or entity designated to do so by CMT.

**Fully informed.** You have been fully informed of your consent, waiver of liability, and release before entering the Conference. You hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself, heirs and/or my business, etc.) CMT, their employees, respective representatives, affiliated companies, partners, any individual private or affiliated with conference in any way, speakers, and employees and/or any contracted employees from any liability or claims related to the use of any photography, videography, social media posts or digital or print media capture obtained while present, at, in or near or participating in Conference and CMT's use of any kind.

**XIX. RECORDING DISCLAIMER FOR VIRTUAL and/or ON DEMAND PASS ATTENDEES.** By participating digitally, you agree and consent to allow CMT, its affiliates, agents, and licensees to record your avatar, likeness, voice, and/or username and to own, license, assign, and use the same (or any portion) in the production, exhibition, and promotion of future events and CMT products and services without compensation, in any media, and on any platform now known or hereafter devised throughout the universe in perpetuity. You waive the right to bring action of any kind in law or equity against CMT, its respective employees, agents, representatives, subcontractors, Partners, and affiliated companies.

**XX. LIMITED LICENSE.** CMT grants you a nonexclusive, nontransferable, revocable license to access and use our products, services, event App, website(s), shopping cart, and/or products and services offered through CMT strictly in accordance with our

Privacy Policy and Registration Terms and Conditions. Your use of our event App, websites and/or products and services is solely for information purposes only and is not considered medical, legal or accounting or other professional advice, which includes but is not limited to: books purchased; podcasts; recordings; promotions; presentations; downloads; pdfs; articles; checklists; resources, etc.. Your use is restricted to internal, personal, noncommercial purposes unless otherwise provided by you in writing and approved by CMT. No printout, screenshot or electronic version of any part of our Conference, event app, books, presentations, panel sessions, recordings, promotions, website(s) or services offered at Conference and in event app may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

**XXI. LEGAL COMPLIANCE.** You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

**XXII. TECHNOLOGY USE.** You warrant that you will not use any portion of Conference to infringe on the intellectual property rights of others in any way online or in-person. In accordance with our Registration Terms and Conditions, CMT has adopted a policy of restricting access to Conference participants and/or any registered attendee or person(s) whom CMT deems, in our sole discretion, to be infringers of others' intellectual property rights.

**Social Media, Posts, Pictures and Event App Guidelines.** As a Conference attendee who may choose to use social media during the Conference, you agree not to use our Conference to do any of the following:

- Upload, post, or otherwise transmit any Content that:
- 1. Violates any local, state, federal, or international laws;
- 2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- 3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- 4. Links directly or indirectly to any materials to which you do not have a right to link;
- 5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- 6. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services;
- 7. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

**XXIII. REGISTRATION AND PAYMENT.** All Attendees must be at least 18 years of age to attend Conference and all related events, including evening events. CMT, where applicable, provides event related services in accordance with all applicable laws

within the United States and in other jurisdictions where it conducts business. As such, CMT may prohibit an individual from a restricted country or territory from Conference registration. All decisions are in CMT's sole discretion and shall be considered final. Fees (below) are subject to change without notice and the latest fees will be accessible at <https://www.conciergemedicinetoday.net/liveevents>.

**The current year registration fees for Conference passes are listed and updated at [www.ConciergeMedicineToday.net](http://www.ConciergeMedicineToday.net).**

**Payment Methods Permitted.** Payment by credit card, debit card, bank transfer (ACH) or by check can be made through **October 19, 2024**.

**Authorization to Process Credit Card.** If paying by credit card, you hereby authorize a CMT Representative or agent to use the following payment methods to process your Conference registration (e.g., PayPal, JotForm, MightyNetworks, Square, Stripe and Stripe Checkout). These payment methods are to process your online registration to Conference and may act as proxies on behalf of CMT to process your fee(s) for the Conference and to charge your credit card(s) on file for the fees associated with your attendance and admittance or participation at the Conference. Finally, you agree that in the unlikely event JotForm or PayPal cannot resolve your payment issue and you dispute the credit card charge, your electronic statement will serve as evidence that said charge is valid and just and that you are responsible for payment in-full. Please email [editor@conciergemedicinetoday.org](mailto:editor@conciergemedicinetoday.org) with questions or if you require information regarding.

**Late Payments.** No payments of any type, whether by check, ACH, debit or credit card and no admittance to the Conference will be allowed if check payment has not been received or was said to be mailed after October 1<sup>st</sup>. If you are paying by check, the envelope must be postmarked by the corresponding deadline of October 1<sup>st</sup> and received by CMT along with confirmation of payment noted at Conference Registration Desk at time of admittance to receive access to the Conference and its activities.

A purchase order is not an accepted form of payment.

If you arrive at Conference with a balance due or no receipt of confirmation of payment received by CMT at Conference Registration Desk and time of name badge pick-up, you will be required to pay the full onsite price, not the discounted quoted price, for your admittance and registration pass selected.

**XXIV. CANCELLATION, SUBSTITUTION S and TRANSFERS & REFUND POLICY.** Refund Policy. All Conference requests for refund and/or cancellations received on or before 11:59 p.m. EST, August 19<sup>th</sup>, 2024 at 11:59pm ET will receive a 50% refund. Conference cancellation requests must be

submitted in writing. No refunds will be issued after August 19<sup>th</sup>, 2024 at 11:59pm ET. Rollover Requests (see below) are permitted. Substitutions and Transfers are permitted for an additional fee of \$25 when submitted in writing only by October 1<sup>st</sup>, 2024 at 11:59pm ET. Please email all written cancellation requests to [editor@conciergemedicinetoday.org](mailto:editor@conciergemedicinetoday.org).

**No Shows.** Refunds are not given for no-shows.

**Substitutions and Transfers.** If you are unable to attend Conference, you may transfer your registration for \$25 to another person by requesting CMT change the name of your registration by email to [editor@conciergemedicinetoday.org](mailto:editor@conciergemedicinetoday.org) by October 1<sup>st</sup>, 2024, at 11:59 pm EST. Acceptance of Registration Terms and Conditions will automatically transfer/apply to the recipient(s). Please note: (1) The substituted individual must be from the same organization as the original registrant; (2) A maximum of one (1) substitution per original registrant is allowed; and (3) There will be a \$25 processing fee for any substitution required.

**Rollover Requests.** If you are unable to attend Conference for any reason, you may request to rollover your registration at no additional cost to the next calendar year Conference by notifying CMT by email to [editor@conciergemedicinetoday.org](mailto:editor@conciergemedicinetoday.org) by October 1<sup>st</sup>, 2024, at 11:59 pm EST. Acceptance of Registration Terms and Conditions automatically transfers as well to the registered ticket holder. Once a rollover request has been accepted by CMT toward a future Conference, no further changes, refund requests and/or edits will be allowed. In the event of cancellation on the attendees' behalf, the rollover request will no longer be valid and the money will not be refunded.

**Credit Vouchers (Expire in 18mos).** Credit vouchers are valid for 18 months from date of issue. Credit vouchers are valid toward one (1) Conciierge Medicine Today, LLC event of equal or lesser value. If the full amount of said voucher is not used at time of registration, any remaining balance is not applicable now or in the future.

**Postponements.** If Conference gets postponed, moved to a virtual platform or rescheduled to a future date, your ticket(s) will automatically transfer to that future event date.

**Cancellation of Conference.** CMT reserves the right to cancel any Conference or portion of the Conference it deems necessary without notice and will not be responsible for airfare, hotel or any other expenses incurred by registrants.

**You are solely responsible for canceling your own hotel and travel reservations.** Please remember that canceling or changing your registration will not automatically cancel any hotel and travel arrangements you made. CMT takes no responsibility for any damages, costs, or losses should you cancel or change your registration or if Conference is cancelled or postponed.

**CMT may cancel your registration** at any time for convenience. Upon such cancellation for convenience by CMT, CMT shall refund any fees previously paid.

**CMT's financial liability/obligation to you is limited** only to the Conference registration fee in the event of a cancellation.

**Payments made by CMT.** If you cancel or change your registration in accordance with these terms and are allowed a refund, CMT may refund any applicable fees within sixty (60) days after receipt of the cancellation or change notice. Recipient agrees that refund may be paid by check and not credited back to original payment method.

**Cancellation, Refund Policy Due to Acts of God.** If the Conference is terminated due to a Force Majeure occurrence before the first day of the conference, CMT may reschedule a similar virtual event either through our Conference app or webinar platform of its choosing and your registration fee will be applied to the virtual Conference. No refund is required if the event is rescheduled due to an act of God or catastrophe and the ticket purchaser is given the right to use the ticket for the rescheduled event or to exchange the ticket for a comparable ticket to a similar event. If the Conference is prevented from carrying out its obligations to the registrants to conduct its Conference as a result of any issue beyond its control, or the conference cannot be conducted virtually because of availability of speakers, logistics, costs, software or issues with the hosting platform or due to Acts of God, strikes, labor disputes, government requisitions or restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities or any other comparable calamity, casualty or condition making it impossible or impracticable to hold the Conference or any part thereof (each of the foregoing, a "Force Majeure") , CMT shall have the right to immediately terminate all or any portion of the of current calendar year Conference without liability and shall be relieved of its obligations to all registrants. CMT reserves the sole right to determine if undelivered content can reasonably be delivered by alternative arrangements.

**XXV. SECURITY.** The CMT Conference is committed to providing a safe and secure environment. Here are some of the security procedures for Conference:

- Conference badges must be always worn and visible while you are at the Conference venue, event or activities. Badges may not be shared or exchanged with any person or persons. Violators' badges may be confiscated and their participation in the Conference terminated.
- Bags may be checked randomly during certain hours.
- No bags, luggage or property should be left unattended at any time. Unattended property may be removed. CMT, its respective agents, employees, representatives are not liable for missing, lost, unattended, damaged, left behind or stolen property.

You assume all risk for your property which may include but is not limited to: luggage, jackets, purses, notebooks, bags, backpacks, wallets, phones, devices, technology, lap tops, briefcases, carry-on luggage, suit cases, and more.

- Except as specifically pre-approved in writing, no persons under 18 years of age will be permitted at Conference, including in meal breaks, cocktail receptions, lobby meetings, general sessions, breakouts and all other Conference venues or activities.
- Items prohibited at the Conference include firearms, needles and/or other weapons, explosives, and/or other hazardous materials or articles.

**Security Measures Permitted.** CMT reserves the right to take any security measures they deem appropriate to increase the safety of staff, attendees, speakers and exhibitors, without prior notice. CMT reserves the right to change the policies set forth herein, without prior notice, and has sole discretion to deny entry to anyone for any reason and you understand you have waived any rights or claims for damages arising out of the enforcement of this rule.

**Our limited liability to You limited to the amount paid by you to CMT under this Agreement to register to attend the Conference.** The maximum aggregate liability of CMT for any claim in any way connected with therewith or this Agreement whether in contract, tort or otherwise (including any negligent act or omission) shall be limited to the amount paid by you to CMT under this Agreement to register to attend the Conference and does not include travel or incidental, personal or business expenses. If you attended as a speaker or sponsor, or are affiliated with a speaker or sponsor, then no amount shall be paid to you under this Agreement.

**CMT is not responsible or liable in any manner for any inaccurate, illegal, incorrect, or errors in presentations or content posted on our event app, website(s) or in connection with our Conference or services,** whether posted, promoted or caused by sponsors, attendees, trolls, staff, exhibitors, bystanders, strangers, members of the press, members of our event app, web site(s), or by CMT authorized representatives. Although we provide rules for visitors, members, or reader conduct and postings, we do not control and are not responsible for what visitors, readers or members post, transmit, or share on our website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Website or Services. CONCIERGE MEDICINE TODAY, LLC is not responsible for the online or offline conduct of any User of our Website or Services.

**Errors On CMT Technology May Occur.** Our website or Services may be temporarily unavailable from time to time for maintenance or other reasons. CONCIERGE MEDICINE TODAY, LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

**Technical malfunctions may occur.** CMT is not

responsible for any technical malfunction or other problems of any telephone network, Wi-Fi, or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services.

**You may have limited access to the Wi-Fi.** Instructions may or may not be provided within the Conference on granting you access to this unsecure, public wi-fi while at the Conference, and in most, not all, areas of the Venue.

**Wi-Fi Disclaimer.** Please note, you (all users) agree not to use the wireless network for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use. The service may not be uninterrupted or error-free. No Communication Is 100% Secure, Confidential, Private or Protected. CMT and Venue Cannot Be Held Responsible or Liable for use of the Wi-Fi. By using this venue's wi-fi/internet service, you indemnify CMT and Venue and hereby expressly release, acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. This means that as this Venue provides you free access to the web, what you ultimately do with the access, or what happens to you, your privacy and security, is entirely upon you.

## **XXVI. SEVERABILITY AND SURVIVAL.**

Should any part of this Registration Terms and Conditions (herein "Agreement") be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

## **XXVII. HEALTH AND SAFETY INFORMATION.**

**WARNING.** UNDER GEORGIA LAW, THERE IS NO LIABILITY FOR AN INJURY OR DEATH OF AN INDIVIDUAL ENTERING THESE PREMISES IF SUCH INJURY OR DEATH RESULTS FROM THE INHERENT RISKS OF CONTRACTING COVID-19. YOU ARE ASSUMING THIS RISK BY ENTERING THIS FACILITY.

**You Acknowledge Risk of COVID and Will Follow CDC Guidelines.** You agree that you have read and understand the guidelines outlined by the CDC regarding the latest COVID-19 vaccination, testing, and mask requirements to attend public events such as this

Conference, in person. You understand the risks and that this information can change at any time.

**I acknowledge the health risks associated with the Conference,** 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.

**Symptoms.** I agree that if I experience any of these or any other symptoms during the Conference, I will discontinue my participation immediately and seek appropriate medical attention.

**Permission to Receive Any Type of Care, Help, Assistance, Aid and Consent, Hold Harmless Release & Indemnification of CMT and Any/All First Responders or Good Samaritans.** BY ATTENDING THIS CONFERENCE and ANY ACTIVITY ASSOCIATED WITH CONFERENCE, I FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY AND CONSENT CMT AND ANY PERSON, FIRST RESPONDER, GOOD SAMARITAN, ORGANIZATION CONTACTED TO PROVIDE YOU WITH ANY MEDICAL TREATMENT, FIRST AID, EMT ASSISTANCE, AFIB, SUPPORT, MEDICAL HELP, BYSTANDER HELP and/or GOOD SAMARTIAN ASSISTANCE WHILE AT THE CONFERENCE. THIS INCLUDES BUT IS NOT LIMITED TO ANY CLAIMS OR LEGAL ACTION TAKEN BY MY HEIRS, FAMILY, COMPANY and/or SUCCESSORS. 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 ACTIVITY.

**Voluntary Acceptance of Risk.** As a participant, volunteer, or attendee, sponsor, speaker, etc., You recognize that your participation, involvement and/or attendance at Conference or any CMT activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO ANY RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW confirmed prior to the commencement of the event.

## **XXVIII. RELEASE AND HOLD HARMLESS.**

You acknowledge these risks, indemnify, release and hold harmless CMT from all claims and liability associated with your participation and/or attendance.

**Additionally, as with any social activity, participation in or travel to this Conference could present the risk of contracting COVID-19.** According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. The Parties can in no way warrant that COVID-19 infection will not occur through attendance or participation in the Conference and by attending you voluntarily assume all risks related to COVID-10 exposure;

agree to abide by the then-current Conference COVID Code of Conduct issued by the Parties, CMT and/or the Venue; and you agree to indemnify and hold harmless the CMT, the Venue and all Parties associated with Conference from any and all COVID-19 liabilities or claims.

**COVID Release Waiver and Disclaimer.** You understand that participation in Conferences, events, public spaces and travel to and around Atlanta, Georgia will increase your risk of, exposure to, and contraction of, communicable diseases, bacteria, agents, and viruses such as COVID-19. Regarding COVID-19, you acknowledge and understand that COVID-19 is a highly contagious and dangerous disease that spreads easily through person-to-person contact. You further acknowledge and accept that participating in this Conference carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such risks, that there is presently no known way to provide complete protection from the virus, and that you could contract COVID-19 even though this Conference has taken reasonable steps to prevent the risk of transmission of COVID-19. By participating in this Conference, you assume these risks and agree to release and hold harmless CMT, and our respective employees, agents, subcontractors, Partners, affiliated companies, and the Venue and any and all representatives affiliated with CMT from any damages, losses, injuries, death, allergic reactions, liabilities, claims, and expenses arising from the contraction or spread of communicable diseases, bacteria, agents, and viruses such as COVID-19, due to your travel to, from, or participation in any aspect of Conference. This obligation is binding on you and on your successors and heirs.

## **XXIX. ARBITRATION, GOVERNING LAW AND JURISDICTION.**

**Dispute Settlement By Arbitration Only In Georgia.** Any legal controversy or claim arising from or relating to this Registration Terms and Conditions (herein "Agreement") and/or our service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our products(s) or service(s), will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party.

**The arbitration will be conducted in or around the Atlanta, GA metropolitan area,** more specifically, in or near Alpharetta, GA, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in or near Alpharetta, GA necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

**This Agreement will be treated as if it were executed and performed in the State of Georgia and will be governed by and construed in accordance with the laws of the state of Georgia without regard to conflict**

**of law provisions.** In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

**All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Georgia.** This Agreement shall be governed by the laws of the State of Georgia and the parties shall submit to the exclusive jurisdiction of the Georgia courts. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award because of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

**XXX. FORCE MAJEURE.** CMT shall not be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental, or military authority, acts of God, acts of terrorism, acts of war, pandemic, contagions, health crises, travel restrictions, epidemics, the availability of the Venue (if applicable), or other similar causes beyond its reasonable control and without the fault or negligence of CMT or its subcontractors such as power grid failures, internet outages, cyber warfare, cyber-attacks, ransomware attacks, cyber sabotage, civil war, sabotage or piracy. CMT does not accept any liability on account of unavailability, interruptions, errors, or viruses, or harmful components. For one or more of such reasons, CMT may postpone, reschedule, or cancel Conference without liability on the part of CMT. In the event CMT's Conference cannot be held or is postponed pursuant to this section, CMT shall not be liable to attendee for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses. CMT Conference Organizers will review refund and/or fee transfer requests, submitted in writing, for approval on a situational basis.

**XXXI. RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE CONCIERGE MEDICINE TODAY, LLC. AND ITS AFFILIATED COMPANIES, ANY AND ALL PARTNERS, CONTRACTORS, SPEAKERS, VOLUNTEERS 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 ACTIVITY.

**No Warranties.** CMT gives no warranties in respect of any aspect of the Conference, or any materials related thereto or offered at the Conference and, to the fullest extent possible under the laws governing this Registration Terms and Conditions (herein "Agreement"), disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither CMT nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Conference and/or any information provided at the Conference.

**Not Responsible or liable for damages or losses.** Other than to the extent required as a matter of law: (i) neither CMT nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.

**Food Allergy Notice:** Under no circumstances will CMT, its respective agents, directors, employees, contractors, sub-contractors, affiliated businesses, partners or staff be responsible for any loss or damage, theft, including any loss or damage, personal injury, allergic reaction, food reaction, food allergy, skin issues, etc., and/or death in injury resulting from anyone's use of our conference, catering, website(s), apps and/or Services or services provided by sponsored exhibitors, or any interactions between our contracted representatives, sponsor/vendor exhibitors, authorized representatives, etc., users of our website(s), app(s) and/or services, whether in-person, online or offline.

**Sponsorship and Presentations Are Not Considered an Endorsement by CMT.** Reference to or stage time or promotion of any company, individual, name, products, services, processes, or other information presented at Conference by CMT including but not limited to trade name, trademarks, manufacturers, suppliers, or otherwise, does not constitute or imply endorsement, sponsorship, advice, recommendation, or any affiliation with CMT.

**"AS-IS" With Faults.** The information, content, and documents from or through our conference are provided 'as-is', 'as available', with 'all faults', and all express or implied warranties are disclaimed (including, but not limited to, the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). Our conference and sponsors may contain errors, problems, or other limitations.

**Sponsorship and Presentations Are Not Considered an Endorsement by CMT.** Concierge Medicine Today, LLC, has no liability whatsoever for your use of any one exhibitor's product or service, any individuals' product or service mentioned or presented, marketer in attendance, sponsor promotion, speaker presentation, any representative(s) or affiliated business product, advice or service discussed at conference. Concierge Medicine

Today, LLC cannot guarantee and does not promise any specific results from the use of our conference, sponsor or speaker presentations, products or services. Concierge Medicine Today, LLC does not represent or warrant that our speakers, presenters, exhibitors or their products, information, marketing materials, content, services, or any products or services promoted or sold are accurate, complete, reliable, current, error-free, or free from other harm, financial risk or death. Therefore, you should exercise caution in the use of this information when discussing, determining, deciding, downloading, reading, buying, referencing, listening, clicking, and/or visiting of any such material and use your own licensed professional(s), trusted, legal, financial and other recognized guidance to determine the right next steps or action. All responsibility or liability for any damages caused by use of any information obtained, learned or seen at CMT conference is fully disclaimed. Without limiting the foregoing, you understand and agree that you use of any information, products or services at conference is at your own risk and that you will be solely liable and responsible for your use thereof and any and all damages and claims to your person, company may result. CMT, speakers, CMT employees, affiliated CMT representatives, CMT partners, affiliated businesses are not liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between you and CMT. Our conference and promoted companies, presentations, speakers, products and/or services should not be used without professional consultation first. No advice or information, whether oral or written, obtained by you from us through our conference or services will create any warranty, representation, or guarantee not expressly stated in this agreement. In no event will CMT, or its directors, employees, or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special, or punitive damages, including for any lost profits or lost data arising from your use of our conference, event app, content, services used, or any related sponsor or speaker presentation accessed through or downloaded from our website or received or learned about at conference, even if Concierge Medicine Today, LLC is made aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Concierge Medicine Today, LLC's liability to you for any cause whatsoever, and regardless of the form of the action, will always be limited to the amount paid, if any, by you to us for registration paid to CMT to attend to conference giving rise to liability.

**Errors May Occur.** We do not represent or otherwise warrant that our Conference will be error-free or free from viruses or other harmful content, or that we will correct any errors. CMT does not represent or otherwise warrant that the information available on or through our Conference, event app, presentations, sessions, exhibitor tables, poster presentations, or website(s) will be correct, accurate, timely, or otherwise reliable.

**Changes to Conference May Occur Without Notice.** CMT reserves the right at our sole discretion to change





THE INDUSTRY'S HEALTHCARE TRADE PUBLICATION

any content, exhibitor, signs, schedule and/or other items used or contained in our event app, websites, or Conference at any time without notice.

**CMT expressly disclaims all warranties, expressed or implied, as to the accuracy of any content provided, or as to the fitness of the information for any purpose.**

Although CMT makes reasonable efforts to obtain speakers and reliable content from third parties and promoted speakers, CMT does not guarantee the accuracy of, nor endorse the views or opinions given by any speaker, presenter, exhibitor, poster presenter, sponsor, or third-party content provider. CMT presentations may point to other data, studies, people, companies, or websites that may be of interest to you, however CMT does not endorse or take responsibility for the content on such other information presented.

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