

## The Linehaul Summit 2022 - Terms and Conditions

### 1. Disclaimer & Waiver

As an attendee, I agree to pay in full the registration fee that is applicable to my registration category.

As a condition of my participation in this event, I hereby waive any claim I may have against Linehaul Summit Company, LLC, its officers, directors, employees, or agents and Linehaul Summit Company, LLC's affiliates, their respective officers, directors, employees, and agents (including, without limitation, any agent acting on its behalf) (the "Released Parties"), or against the presenters or speakers, for reliance on any information presented, and release Linehaul Summit Company, LLC from and against any and all liability for damage or injury that may arise from my participation or attendance at the program. I further understand and agree that all property rights in the material presented, including common-law copyright, are expressly reserved to the presenter, speaker, or to Linehaul Summit Company, LLC. This Waiver and Release is specifically binding upon my heirs and assigns and is knowingly given.

I agree and acknowledge that I am undertaking participation in Linehaul Summit Company, LLC's events and activities as my own free and intentional act and am fully aware of the risks involved in attending public gatherings, including possible exposure (through exposure to contaminated objects, as well as through personal contact) to contagious diseases or illness (including COVID-19), or physical injury might occur to me because of my participation in these events. I give this acknowledgment freely and knowingly that I am, as a result, able to participate in Linehaul Summit Company, LLC's Convention events, and I do hereby assume responsibility for my own well-being and warrant that I am abiding by state/local laws regarding health and safety. These terms and conditions extend and applies to all unknown, unforeseen, unanticipated, and unsuspected injuries, disease or illness, damages, loss, and liability, and the consequences of them, as well as those disclosed or known to exist. I expressly waive all provisions of any state, federal, local, or territorial law or statute providing that releases will not extend to claims, demands, injuries, or damages that are unknown or unsuspected to exist at the time to the person executing the release. This Waiver and Release is specifically binding upon my heirs and assigns and is knowingly given.

I agree and acknowledge if an emergency or other incident occurs in which, in the sole judgment of the Released Parties or medical personnel, requires medical treatment or care, I hereby consent to such treatment. I understand and agree that any and all medical treatment rendered to me by, or at the request of, any Released Party is not an admission of obligation to provide, or continue to provide, any such medical treatment and also is not a waiver by any Released Party of any right under these terms and conditions. This Waiver and Release is specifically binding upon my heirs and assigns and is knowingly given.

This event will be photographed, videotaped, and live-streamed. By participating in Linehaul Summit Company, LLC's Convention and any associated events, I consent to photography, live streaming, and video recording (including but not limited to images, photographs, voice, or likeness) and its/their release, publication, exhibition, or reproduction to be used for promotion or any other purpose by Linehaul Summit Company, LLC, its affiliates and representatives

without compensation. By participating in Convention-related events, I release Linehaul Summit Company, LLC, its officers, directors, employees, and all persons involved from any liability connected with the taking, recording, digitizing, publication production, and use of photographs, computer images, and video recordings or live streaming. I waive all rights I may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose of sponsoring, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee of admission or sponsorship is charged. I also waive any right to inspect or approve any photo, video, live streaming, or audio recording taken by Linehaul Summit Company, LLC or the person or entity designated to do so by Linehaul Summit Company, LLC. All media become the property of Linehaul Summit Company, LLC. Media may be displayed, distributed, or used by Linehaul Summit Company, LLC for any purpose. If I furnish photographs or videos of the events to Linehaul Summit Company, LLC, I agree that Linehaul Summit Company, LLC has a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, post, display, create derivative works based upon, self-license, or sub-license your photographs in any form, manner, or media now known or later invented without limitation, for any commercial or noncommercial purpose.

I understand that by registering for Linehaul Summit Company, LLC's Convention 2022, I provide consent; (1) to receive updates about Linehaul Summit Company, LLC's Convention 2022 and other Linehaul Summit Company, LLC offerings, and (2) to be included on the official Linehaul Summit Company, LLC's Convention 2023 attendee list that may be posted and separately distributed to official Linehaul Summit Company, LLC sponsors and exhibitors for marketing purposes. I can modify this consent at any time by emailing [info@linehaulsummit.com](mailto:info@linehaulsummit.com).

I understand by allowing an exhibitor or sponsor to scan my badge throughout the Convention, and I am opting-in to receiving communications from that entity. I will be subject to their communications and privacy policy and must opt out with them directly.

If another individual participates in my place per Linehaul Summit Company, LLC's substitution policy, the new registrant agrees to this disclaimer and waiver by default of transfer.

## **2. General Terms & Conditions**

### **A. Privacy Policy**

Your data privacy and security are important to us. When you register for this event, Linehaul Summit Company, LLC will process and manage your data in accordance with our legitimate interests for hosting an industry event. Inquiries related to compliance with GDPR or our privacy policy may be directed to [info@linehaulsummit.com](mailto:info@linehaulsummit.com).

### **B. Payment Policy**

Full payment is due at the time of registration.

These fees are refundable until 90 days prior to the first day of the event. The registration data is subject to audit. In case of error or incorrect self-selection of member types/pricing, the "Registration Center" reserves the right to correct the error and charge the appropriate fees. If there is a discrepancy, your registration and membership records will be updated accordingly. Should you owe any additional registration fees due to the audit, you will be notified via email, and within two business days, the credit card that is on file will be charged the difference.

Please note that your registration will not be complete until your payment is received, and you will not be able to receive your badge credentials and convention materials.

Linehaul Summit Company, LLC reserves the right to cancel unpaid registrations (and any affiliated hotel reservations) within 30 days of registration or no later than 20 days prior to Convention 2022, depending on the date of registration.

#### **D. Group Payment Policy (Exhibitors and Sponsors)**

Group registrant(s) opting to pay for a group of registrations by wire transfer should have the full and correct payment submitted to the appropriate channels within 30 days of the time of registration. If there is a balance due and full payment is not received within the allotted 30 days, all registrations and housing reservations tied to these unpaid invoices will automatically be canceled and will be subject to current registration rates should you wish to re-register for the Convention. Any bundled membership will not be processed/activated until payment is received.

For information on where to send wire, electronic funds transfers, ACH, or other payment options, please contact [info@linehaulsummit.com](mailto:info@linehaulsummit.com). Linehaul Summit Company, LLC does not allow payment via purchase order.

#### **E. Badge Sharing and Reprint Policy**

Badge sharing, splitting, or reprints made outside of the official Linehaul Summit Company, LLC registration system are strictly prohibited. Any attendee found in violation of this policy will be removed from the Convention, and all badges will be revoked.

#### **F. Hotel Cancellations**

Canceling your registration will not automatically cancel your housing reservation.

#### **G. Convention 2022 Cancellation Policy**

If you are unable to attend in July, we will transfer your registration to Convention 2023.

All registrations are fully refundable until 90 days prior to the first day of the event. No refunds for cancellation will be issued after 90 days prior to the first day of the event. All cancellations requests must be submitted in writing to [info@linehaulsummit.com](mailto:info@linehaulsummit.com).

Cancellations and refunds will be processed in the same manner as the original payment. No shows for the event will not receive a refund or credit. Refunds will be issued via the original payment method used no later than (60-90) days after the event.

#### **H. Convention 2022 Substitution Policy**

Substitutions are permitted. Instructions will be sent to the substitute. The substitute must register as a new attendee by completing a new registration and secure housing. In some cases, the original registrant's registration category may differ from the substitute's registration category and may result in a price difference. No full or partial refunds will be issued on registration transfers.

To initiate a Convention 2022 substitution or request a transfer of funds, please contact Linehaul Summit Company, LLC Registration Customer Service at [info@linehaulsummit.com](mailto:info@linehaulsummit.com) with the following information: Original Convention 2022 Registrant's name, Original Convention 2022 Registrant's email address, Original Convention 2022 Registrant's confirmation number, and the name and email address of the substitute.

#### **I. Postponement**

Linehaul Summit Company, LLC reserves the exclusive right to modify, postpone/reschedule or cancel programs for any reason, including but not limited to emergency, inclement weather, or other "acts of God." If there is an event cancellation, every attempt will be made to reschedule, and Linehaul Summit Company, LLC has the right to transfer registration fees to the rescheduled event date. Linehaul Summit Company, LLC will not be responsible for reimbursement of any participant's expenses related to an event's cancellation or postponement. If a canceled event cannot be rescheduled, Linehaul Summit Company, LLC has the right to determine an equitable basis for the refund of a portion or all of the registration fees after cancellation due to consideration of circumstances and expenditures.

#### **J. Suitcasing Policy**

"Suitcasing"/soliciting is prohibited. Suitcasing is the act of soliciting business in the aisles of the Expo, public spaces in, around, and outside the convention center, in another company's booth, within indoor or outdoor public spaces in any convention hotel, including the hotel lobbies, foyers, or walkways to the convention center (excluding the use of approved hospitality suites and business lounges). Linehaul Summit Company, LLC recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite, a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibitor's booth and at other events. Violations of this provision by an exhibitor, sponsor, non-exhibitor, or attendee will constitute a breach of contract. The violating attendee, exhibitor, sponsor, non-exhibitor, or group will immediately cease and desist unauthorized activities. Attendee will remove any equipment or materials contained in the Expo or elsewhere and forfeit all payments to Linehaul Summit Company, LLC pursuant to this contract. Additional fees will be charged to the attendee for each violation, and a loss of priority points will occur. Additionally, the attendee will be responsible for any damages to Linehaul Summit Company, LLC.

**K. Intellectual Property Permissions**

Speakers or companies that submit artwork, upload, or link any material (including but not limited to images, text, documents, and/or video files) to the website are solely responsible for the content of such material and for gaining required permissions under copyright, trademark, trade secret or other applicable law for the use of such material. By submitting any such material, the submitting speaker or company represents and agrees that it has obtained the necessary permissions referenced above.

**L. Travel and Hotel Reservations**

Attendees are responsible for securing their own travel, hotel accommodations and making payment for such arrangements. Cancellation of hotel reservations and/or any travel expenses incurred are the sole responsibility of each individual attendee.

**M. Errors and Omissions**

Linehaul Summit Company, LLC is not responsible for errors or omissions. Schedules, speakers, and program content are subject to change.

**N. Acceptance**

I acknowledge that I have read the above terms and conditions. By registering for and attending Linehaul Summit Company, LLC's Convention, I hereby agree that I accept the terms stated herein and indemnify and hold harmless the Released Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including reasonable attorneys' fees) resulting from attendance at Linehaul Summit Company, LLC's Convention and events.