

ATTENDEE TERMS & CONDITIONS

Any person, delegate, accompanying individual, student, media representative, speaker, or exhibitor who is present at the North American Society for Trenchless Technology's No-Dig North Show Conference (the "Conference") automatically agrees to the terms and conditions set forth below (the "Terms and Conditions"). These Terms and Conditions apply to each person (the "Attendee") regardless of whether they have received a formal registration.

North American Society for Trenchless Technology ("NASTT") reserves the right to render, in its sole and absolute discretion, all interpretations and decisions in connection with the Terms and Conditions and to establish further regulations binding upon the Attendee as may be deemed necessary to the general success and wellbeing of the Conference and/or any person(s) affiliated therewith. North American Society for Trenchless Technology's decisions and interpretations shall be final in all cases.

NASTT Members.

If your NASTT membership or the group Corporate/Government/Education membership of your employer has lapsed or will expire prior to April 13, 2024, you will be required to renew to be eligible to register as a member. Renew today.

How to Join or Renew Before You Register.

Join NASTT or renew your NASTT membership at <u>https://nastt.org/membership/</u>. Once your membership is processed, you will receive an email notifying you that "You May Now Register for the NASTT 2024 No-Dig Show." PLEASE NOTE: This may take 7 to 10 days.

Who to Contact about Membership.

Contact Carolyn Hook at <u>membership@nastt.org</u> with any membership questions.

Early Discount Options.

All registrations received by March 1, 2024 qualify for the Early Discount Rates listed on the NASTT website. Your payment must be received by March 1, 2024 in order to receive the early discount rate. After March 1, 2024, all unpaid early discount registrations will be converted to the regular rate and sent confirmation emails showing the increase in fees due.

Additional Options & Events.

Pre & post conference seminars and ticketed networking events are additional options for conference attendees and are not included in a regular conference registration. You must register for a regular conference option (Full Conference, One-Day Conference or 3-Day Exhibit Hall) to add a pre and/or post conference specialized seminar or ticketed events.

Cancellation Policy.

Any cancellations must be submitted in writing by March 1, 2024 for an 75% refund. No refunds will be issued after March 1, 2024. Personnel can be substituted at any time. In the event that the Conference cannot be held or is postponed due to events beyond the control of the NASTT, NASTT shall not be liable to the Attendee for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses. NASTT reserves the right to refuse entry to registrants who do not successfully comply and adhere to local or federal health protocol requirements in place at the time of the Conference. Notification of such requirements will be made on an individual or company basis and publicly. If you are refused entry, a 50% refund will be issued.

Rules, Regulations, & Attendee Conduct.

Attendee agrees to abide by all fire, safety, and health regulations of the local, city, state, hotels, and convention centers where the Conference is held. Attendee must comply with all applicable federal, state, and local ordinances, as well as the North American Society for Trenchless Technology's policies and procedures, including the Services and Policies, as set forth below. Participants who violate such rules and/or who behave in an unsafe or careless manner while attending the Conference may be asked to leave immediately and will be held responsible for their actions. The Attendee acknowledges that such violations may result in the Attendee being removed from the Conference and barred from returning without refund of the Attendee's registration fee. The Attendee likewise acknowledges and agrees that all attendees of the Conference have the right to enjoy the Conference equally. Illegal or disruptive behavior that interferes with the conduct of reasonable business at the Conference, or any other attendee's safety or comfort, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates based on age, disability, race, ethnicity, gender, religion, political or institutional affiliation, or sexual orientation, and harassment of any kind, is strictly prohibited and may result in the Attendee being removed from the Conference and barred from returning without refund of the Attendee's registration fee. Such violations may be reported to the appropriate authorities. If you witness a crime or have an emergency that requires the police, please call 911.

Content Advisory.

Attendee understands that some conference events may contain adult language and/or discuss mature themes. This content may not be suitable for all attendees. The views and opinions expressed at the conference may not necessarily reflect the views of the North American Society for Trenchless Technology's staff, Board of Directors, or members.

Limitation of Warranty.

NASTT and its agents provide all services, space and equipment "as is" with no warranties, express or implied, and make no warranty of merchantability or fitness for any particular purpose. In no event shall NASTT or its agents be liable for any consequential, special or incidental damages, or contingent liabilities including, without limitation, lost profits or goodwill, whether arising in tort, contract, under statute or under other law, rule or regulation. No representative of NASTT and its agents or any other party has authority to offer or provide any further warranty or relief. NASTT and its agents' entire liability shall be limited to the amount you paid to NASTT.

Indemnity.

To the extent permitted by law, the Attendee agrees to protect, indemnify, defend, and hold harmless the North American Society for Trenchless Technology, the hotel(s) and convention centers where the Conference is being held, and their respective employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected to Attendee's actions or failure to act, including violation of the Terms and Conditions or any applicable law, rule, or regulation by the Attendee, its employees, officers, directors, or agents.

Lost Registration Badge.

The Attendee's registration badge must be worn and visible at all times during the Conference. Access to the Conference facilities will not be granted to those without proper credentials. If an Attendee loses, misplaces, or forgets his or her registration, a replacement fee of \$25.00 will be charged for the creation of a new one. Once the new registration is released to the Attendee, the lost registration will become invalid.

Modification of the Conference Program.

North American Society for Trenchless Technology reserves the right to modify the program, which is published as an indication only.

Registration, Hotel, & Travel Accommodations.

Registration includes admission to North American Society for Trenchless Technology's conference, meetings, panels, readings, and public receptions for the duration of the Conference period. Meals, lodging, and travel are not included. Hotel accommodations are subject to availability and will be allocated on a first-come, first-served basis.

Salvatory Clause.

If there is a determination that any part of the Terms and Conditions is ineffective or impracticable, then the validity of the Terms and Conditions remaining is not impaired.

Photograph and Video Usage Permission.

By registering for or attending the event, attendee hereby agrees to allow NASTT to use Attendee's name, image, and likeness, in whole or in part, in perpetuity, in any manner or media whatsoever

(including photographs, videos, and other recordings) throughout the world, including, without limitation, in No-Dig Show related publications, on NASTT websites, or in other society materials, or to refrain from doing so. You hereby agree that you have no right of approval, no claim to compensation or benefit wherever lawful, and no claim, including, without limitation, claims based upon invasion of privacy, defamation, right of publicity, blurring, distortion, alteration, optical illusion, or use in composite form, whether or not intentional, arising out of any photograph or use set forth above, and NASTT shall own the materials arising out of any such photograph and use.

Assumption of Risk and Waiver of Liability.

Attendee assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, that attendee may experience or incur in connection with attending the event. Attendee hereby releases, covenants not to sue, discharges and holds harmless the North American Society for Trenchless Technology, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

COVID-19:

Specifically relating to the global COVID-19 pandemic, Attendee acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the event, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Attendee understands that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Attendee understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the North American Society for Trenchless Technology, its employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in the event.

In addition to all other rules and regulations relating to the Attendee's attendance at the event, the Attendee agrees to comply with all other procedures that may be implemented by the North American Society for Trenchless Technology, in order to protect as much as possible the health and safety of all attendees. NASTT reserves the right to refuse entry to registrants who do not successfully comply and adhere to local or federal health protocol requirements in place at the time of the Conference. Notification of such requirements will be made on an individual or company basis and publicly. If you are refused entry, a 50% refund will be issued.