

SCHOOL OF GROUNDS MANAGEMENT – CODE OF CONDUCT LIABILITY WAIVER

By registering for the School of Grounds Management and Equip Exposition, you are agreeing to abide by the PGMS® code of conduct as outlined on www.pgms.org and you acknowledge and accept the following: Participation in any PGMS® meeting or activities constitutes an agreement by the attendee to the use and distribution of the attendee's image or voice in photograph or electronic reproduction of such events and activities by PGMS® and other third parties. All attendees are voluntarily participating in the School of Grounds Management and Equip Exposition. In the event of cancellation or non-attendance, PGMS® nor Equip Exposition will be responsible for refund of hotel charges, travel-related expenses, or re-booking fees. It is strongly suggested that each registrant obtain travel insurance. Each attendee, sponsor, registrant, exhibitor, participant, volunteer, board member or staff member acknowledges there are inherent risks, hazards, and dangers involved, including but not limited to transport of equipment, travel to/from the event, and attendance and participation in the event. Attendee expressly agrees to release, indemnify, defend and hold harmless PGMS®, and Equip Exposition, and their respective members, directors, officers, employees, independent contractors, and affiliates from and against all claims, actions, losses, liabilities, expenses, damages, and/or judgments, including litigation costs and attorney's fees, which arise or result from attendee's involvement with, and/or participation in, the School of Grounds Management and Equip Exposition, including but not limited to property damage, personal damage, and/or any damage, loss or injury arising from, or related to the COVID-19 pandemic.

EQUIP EXPO OUTDOOR DEMONSTRATION AREA AND UTV DRIVING EXPERIENCE RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in the activities conducted in the EQUIP EXPO Outdoor Demonstration Area and UTV Driving Experience (the "**Activities**") provided by the Outdoor Power Equipment Institute, Inc., EQUIP EXPO, and participating EQUIP EXPOSITION exhibitors (collectively, the "**Companies**"). In consideration of being permitted by the Companies to engage in the Activities and the intangible value that I will gain by participating in the Activities, and in recognition of the Companies' reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware and understand that the Activities include potentially dangerous activities and involve the risk of serious injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of the Companies' employees or others, including negligent emergency response or rescue operations. I understand that while the Companies have implemented measures to reduce the risk of injury from the Activities, the Companies cannot guarantee that I will not be injured due to my participation in the Activities and that engaging in the Activities may increase my risk of injury. **NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS INVOLVED WITH MY PARTICIPATION IN THE ACTIVITIES.**
2. I hereby expressly agree to abide by all warning signs located in the Outdoor Demonstration Area and UTV Driving Experience course and to follow all instructions, recommendations, and cautions of the Companies, and their representatives at all times during the Activities.

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Companies, and their officers, directors, managers, employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, the "**Releasees**"), arising out of or attributable to my participation in the Activities, whether arising out of the ordinary negligence of the Companies or any Releasees or otherwise. I covenant not to make or bring any such claim against the Companies or any other Releasee, and forever hold harmless, release and discharge the Companies and all other Releasees from liability under such claims.
4. I confirm that I am in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activities. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Companies and all other Releasees from any claim based on such treatment or other medical services.
5. I shall defend, indemnify, and hold harmless the Companies and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Companies or any other Releasees arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the ordinary negligence of the Companies. This Release constitutes the sole and entire agreement of the Companies and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Companies and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Jefferson County, Kentucky and I hereby consent to the exclusive jurisdiction of such courts.

REFUND AND CREDIT CARD AUTHORIZATION

Attendee acknowledges and agrees that he/she may only substitute another individual in his/her place by written notice to Equip Exposition prior to September 30, 2022. After September 30, 2022, substitutions must be made onsite at Equip Exposition. Trade show registrations are non-refundable. Education or featured event tickets will be refunded, less a \$25 processing fee, until September 30, 2022. After September 30, 2022, education and featured event tickets become non-refundable. Please send substitutions and/or cancellations with registration number in writing to info@equipexposition.com. There are NO refunds for "no shows". By accepting these Terms and Conditions, Attendee agrees and acknowledges that he/she is voluntarily participating in Equip Exposition. In the event Attendee cancels or fails to attend the Exposition, Attendee agrees that Equip Exposition shall not be responsible for refund of hotel charges, travel-related expenses, or rebooking

fees.

RELEASE, LIMITATION OF LIABILITY, AND INDEMNIFICATION

Each Attendee acknowledges there are inherent risks, hazards, and dangers involved, including transport of equipment, travel to/from the event, and attendance and participation in the event. Attendee expressly agrees to release, indemnify, defend, and hold harmless Equip Exposition, its members, directors, officers, employees, independent contractors, and affiliates from and against all claims, actions, losses, liabilities, expenses, damages, and/or judgments, including litigation costs and attorney's fees, which arise or result from Attendee's involvement with, and/or participation in, Equip Exposition, including but not limited to property damage, personal injury, and/or any damage, loss or injury arising from, or related to Attendee's participation in Equip Exposition, including loss or injury arising from negligence or communicable diseases.

PHOTO POLICY

In consideration of being allowed to participate in Equip Exposition, Attendee hereby grants Equip Exposition and it assigns (1) full and unconditional permission to make still or motion pictures and any other type(s) of audio or visual recordings of Attendee's activities and participation in the Equip Exposition event and at the site of the Exhibition before, during and after the event; and (2) a perpetual non-exclusive, royalty-free license to use, display, and reproduce such photographs and recordings, together with the name, likeness and biography of Attendee for publicity, advertising, endorsements, promotion and any other legal purpose, whether or not for profit, in print, audio, video and other communications media by reproduction and sale or other distribution by any and all means now known or hereafter developed.

BY REGISTERING FOR AND ATTENDING THE CONFERENCE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANIES.