



## ASTA Event Terms and Conditions

These Terms and Conditions (the "Terms") govern your registration for and participation at any nationally sponsored ASTA event (the "Event") and are an agreement between the American Society of Travel Advisors, Inc. ("ASTA," "we," "us," or "our") and you. By registering for the Event, you represent that you are authorized to enter into these Terms.

### 1. Event.

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process and pay the applicable registration fee. Unless the Event's registration webpage specifies otherwise, you and any companion accompanying you must be at least 18 years of age as of the first day of the Event. Event registration is subject to availability and may close earlier than the posted deadline (if any). ASTA and/or its contracted vendors reserve the right to change the Event program or itinerary at any time as may be necessary or in their reasonable discretion.

### 2. Not an Agent.

By virtue of organizing and otherwise participating in the booking of transportation or activities for the Event, ASTA is not acting as your agent. However, to the extent an agency relationship is found to exist, you acknowledge that our agency is limited to the arranging of transportation and/or activities, and that ASTA is not assuming, and expressly disclaims, liability for any injury, damage, loss, or accident that may be attributable to the negligence or willful misconduct of any third party providing said transportation and/or activities.

### 3. Safety and Security; Conduct.

Your safety and security is important to us. You understand that you and your property may be subject to a reasonable search upon entry to the Event and you may be asked to provide photo identification. If you refuse to participate in these security measures, we may deny you entry. We also reserve the right to ask you to leave the Event if you fail to comply with the ASTA [Code of Conduct](#) or if your behavior otherwise causes us concern for the safety or security of other Event attendees. If we deny you entry or require you to leave, you will not receive a refund.

Commented [PL1]: Insert hyperlink to Code of Conduct.

### 4. Photography; Recordings.

Photographers and/or videographers may be present at the Event. By completing the registration process, you grant to us and our agents the right to record, film, photograph, and capture your voice and image in any media at the Event (the "Recordings"). You grant to ASTA an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, and distribute all or any part of the Recordings for any purpose relating to our business, including, but not limited to use in promotional or marketing purpose materials, on websites or on social media platforms. ASTA also reserves the right to make the Recordings available, either with or without compensation, to third parties and you expressly agree to release ASTA from any and all claims relating to the use of your voice and image by ASTA or any such third party.

## **5. Cancellation.**

**5.1 By You.** Cancellations initiated by the registered attendee will be handled in accordance with the refund policy as stated on or linked to the Event's registration webpage. Accordingly, we urge you to review the cancellation policy carefully prior to registering. We strongly recommend the purchase of travel insurance as plans can, and often do, change unexpectedly.

**5.2 By ASTA.** We may cancel the Event at any time for reasons including but not limited to availability or suitability of venue or speakers, insufficient Event registration, or security, health or safety concerns, and in such cases we will cancel your Event registration. ASTA is not responsible for any damages, direct or indirect, resulting from such cancellation, and our sole obligation in such an instance is to issue you a refund of your registration fee.

## **6. Assumption of Risk.**

You acknowledge and agree that your attendance at and participation in the Event is strictly voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

## **7. Release of Claims; Hold Harmless.**

To the maximum extent permitted by law, you (for yourself as well as any heirs, dependents, personal representatives, or others who might make a claim on your behalf) hereby release ASTA, its directors, officers, employees and agents, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Recordings.

Furthermore, without limiting the foregoing, you specifically agree to hold ASTA and its directors, officers and employees harmless from any and all liability for any monetary or non-monetary damages or bodily injury, including but not limited to severe illness and death, attributable in whole or in part to COVID-19 (and any strains, variants, or mutations thereof) that you may incur as a result of your attendance at and participation in the Event.

## **8. Limitation of Liability.**

ASTA WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, ASTA'S AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNTS FEE PAID TO ASTA FOR THE EVENT IN QUESTION. THE FOREGOING LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. Miscellaneous.**

**9.1 Waiver.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit ASTA's right to enforce such provision at a later time.

**9.2 Force Majeure.** ASTA will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including Acts of

God, labor disputes, electrical or power outages, utilities or other telecommunication failures, epidemic or pandemic, earthquake, storms or other elements of nature, embargoes, riots, acts or orders of government, acts of terrorism or war.

**9.3 Governing Law; Severability.** The laws of the Commonwealth of Virginia, without reference to conflict of law rules, govern these Terms and any dispute that may arise between you and ASTA. If any provision of these Terms is determined to be invalid, the remaining provisions shall continue in full force and effect.

**9.4 Modifications to these Terms.** ASTA may modify these Terms at any time by posting a revised version (or link thereto) on the Event registration webpage. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms.

**9.5 Entire Agreement.** These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms.