

Terms and Conditions

Registration creates a legally binding contract. In consideration for payment of the registration fee, the Organizer agrees to reserve and hold a participant spot for the Registrant in the SDARTs 2023 Annual Meeting (the "Program"). In consideration for the Organizer's reserving and holding a participant spot for the Registrant in the Program, the Registrant agrees to pay the registration fee and to be bound by these Terms and Conditions.

Termination, Cancellation and Refund. Reservations may only be cancelled under the following circumstances:

By the Organizer: The Organizer may cancel, convert, modify, postpone and/or reschedule the Program as it deems appropriate in its sole discretion, provided that

(1) if the Organizer cancels the Program, for any reason or for no reason except as noted in (3) below, the Registrant shall be entitled to a full refund of all sums paid to the Organizer for the Program;

(2) if the Organizer postpones or reschedules the Program and the Registrant submits a written request for a refund from the Organizer within ten business days of being notified of the rescheduled date, then the Registrant shall be entitled to a full refund of all sums paid to the Organizer for the Program. Absent a written request for a refund, the Registrant will remain registered for the rescheduled Program;

(3) if an event, such as the declaration of a state of

emergency by a governmental body having jurisdiction over the location of the Program, occurs at any time prior to the date set for the Program to commence which the Organizer, in its sole discretion, deems it necessary or advisable to cancel in-person aspects of the Program in order to protect the safety of the Program participants (a "*Force Majeure* Event"), the Organizer may convert all or any part of the Program to a virtual event, notwithstanding the fact that Registrants have enrolled for in-person Program activities. If the Program, or any part thereof, is converted by the Organizer to a virtual event as a result of a *Force Majeure* Event, all Registrants shall be automatically re-enrolled in the virtual Program at the same cost as if the Registrants had originally registered for the virtual Program, with the balance being credited towards future events or Programs, on such terms as the Organizer may determine in its sole discretion to be appropriate.

The Organizer may modify, re-arrange, change venue, or make any other reasonable alteration to the Program as it deems appropriate in its sole discretion, and such modification, rearrangement, change of venue or other alteration shall not, individually or in the aggregate, constitute a cancellation, postponement or rescheduling for purposes of refunds.

By the Registrant: Registrants may not cancel or terminate this Agreement, except as follows:

(1) if a Registrant submits a request to cancel or terminate this Agreement in writing and received by the Organizer on or before **January 15, 2023**, the cancelling Registrant shall be entitled to receive a refund equal to **80%** of the amount paid by the Registrant for the Program

fee;

(2) if a Registrant submits a request to cancel or terminate this Agreement in writing and received by the Organizer after January 15, 2023 but before March 14, 2023, the cancelling Registrant shall be entitled to receive a refund equal to 40% of the amount paid by the Registrant for the Program fee;

(3) if, within 60 days of the date of the Program, a *Force Majeure* Event occurs in an area where an in-person Program Registrant resides that makes it difficult or impossible for the Registrant to attend the Program, upon notification from the Registrant, the Organizer shall automatically convert the Registrant to the virtual Program, at no cost to the Registrant, and credit the difference in cost between the in-person and virtual Program to the Registrant for future programs or events.

(4) **No refunds shall be paid for cancellations submitted after March 14, 2023.**

The parties understand and acknowledge that if a Registrant cancels or terminates this Agreement, the Organizer will incur damages as a result of the cancellation, that such damages are certain to be incurred, but the amount of such damages will be difficult to quantify. The parties therefore agree that in the event of a cancellation by a Registrant, the Organizer shall be entitled to retain that portion of the Program fee noted above, to offset and compensate the Organizer for the damages incurred as a result of the cancellation.

Acknowledgement, Consent and Waivers

Liability Waiver: By registering to be a participant in the SDARTs Annual Meeting Program, I understand and acknowledge that the Program involves medical information and treatment of individuals, that the nature of the Program requires compliance with laws governing patient privacy, that the Organizer will be photographing and otherwise recording various aspects of the Program and the Program participants, including me, and that some of the activities in the Program involve a high potential for bodily injury. I agree and acknowledge that I will participate in the SDARTs Annual Meeting Program activities, intentionally, of my own free will, without promise of compensation and without duress or coercion of any kind or nature. My participation is my own intentional act and I am fully aware that possible physical injury might occur to me as a result of my participation. I represent to the Organizer that I am physically and emotionally capable of participating in the Program activities, and of knowingly and intentionally giving this consent and making this waiver of liability. I hereby assume responsibility for my own well-being and assume the risk of injury resulting from my participation in the Program activities. I agree to hold the Organizer harmless from and against any injury that I may suffer by my participation, and I hereby waive any and all rights that I may have to seek recovery from or against the Organizer, and its agents and employees, for any injury that I may suffer as a result of my participation in the Program. I also agree not to allow, permit or assist any other individual to participate in any Program activities in my place.

Photograph, Likeness and Recording Waiver. I agree and acknowledge that the Organizer and its agents intend to photograph and record the events and participants during the San Diego ARTs Annual Meeting, including but not limited to recording of patients undergoing medical procedures or treatment, and that such photographs and recordings may be used by the Organizer and/or its agents for commercial, educational, news or promotional purposes, including being reproduced in materials of various forms such as print, electronic or other media, including the SDARTs website. I hereby consent to being photographed and otherwise recorded before, during and after my participation in Program activities, and I hereby give my permission and grant to SDARTs all rights in connection therewith, to photograph and otherwise record me and to use my name, biography, history and likeness for commercial, educational, news and promotional purposes without any additional compensation to me. I hereby waive any rights to privacy that I may have in connection with my participation in the Program to facilitate this grant of permission and license to use photographs, recordings and personal information in connection with my participation in the Program and Program activities.

Agreement to Maintain Medical Privacy: I agree to do everything within my power to preserve medical privacy of other participants in the Program, including patients undergoing medical procedures or treatment, observers, and other attendees, and to abide by all applicable laws governing patient privacy and to maintain any revealed patient details in the strictest of confidence. I understand and acknowledge that all photography and other means of recording scientific sessions, teaching courses and medical

procedures or treatment is strictly prohibited.

**BY REGISTERING YOU AGREE TO THESE TERMS AND
CONDITIONS.**