

## **TERMS AND CONDITIONS AND LIMITED WARRANTY FLOAT CONFERENCE**

The Float Conference, and its related workshops and social events (the “**Float Conference**”) are hosted by the Float Conference (“**Float Conference**”). In addition, the Float Conference encompasses a number of third party events, including the “Float Tank Solutions Start a Center Workshop,” the “Float Tank Solutions PHTA Certified Pool/Spa Operator Training,” and numerous events classified as “Friday Activities” (“**Third Party Events**”). All Float Conference tickets, including tickets for Third Party Events (the “**Tickets**”) are sold subject to availability and these terms and conditions (“**Terms**”). Please read these Terms carefully prior to the purchase of Tickets and/or attendance at the Float Conference.

**BY PURCHASING OR ACCEPTING TICKETS AND/OR ATTENDING THE FLOAT CONFERENCE YOU ARE AGREEING TO BE BOUND BY THESE TERMS.**

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT PURCHASE OR ACCEPT TICKETS OR ATTEND THE FLOAT CONFERENCE.**

If you have any questions or concerns regarding these Terms please contact Float Conference at the address listed at the bottom of this page.

**Tickets.** You may not re-sell or transfer your Ticket if prohibited by law. Any Ticket obtained in breach of these Terms or applicable law shall be void and all rights conferred or evidenced by such Ticket shall be void.

**Returns.** With written acknowledgement at least 3 weeks prior to the scheduled date of the event, the Float Conference will return the full amount to the purchaser. Within 3 weeks of the event, the Float Conference may charge a cancellation fee for returned tickets.

**Conduct Policy.** You acknowledge and agree that all attendees of the Float Conference have the right to enjoy the Float Conference equally, and in a safe and friendly environment. Illegal or disruptive behavior that interferes with the Float Conference, or any other attendee’s safety, comfort, or reasonable enjoyment of the Float Conference, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates, and harassment of any kind, is strictly prohibited. You agree to abide by all applicable law, rules, and regulations, including without limitation fire, safety, and health of all venues where the Float Conference is held.

**Restrictions and Prohibitions.** You agree not to take pictures or videos where posted or announced as prohibited and agree that any permitted photos or videos will not be used for any commercial purposes and will not be made publicly available or generally displayed without prior written consent of Float Conference. Unauthorized recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of the Float Conference in breach of these conditions shall belong to Float Conference. Float Conference will not be liable for any loss, theft, or damage to confiscated items.

**Schedule Changes, Postponements, Cancellations.** Please understand that the schedule of the Float Conference is subject to change, including without limitation, specific events, third party events, parties, as well as, listed speakers/instructors and/or topics. In no event will any such change obligate Float Conference to issue any refund or exchange due. If the Float Conference is cancelled or postponed in whole, your sole and exclusive remedy shall be, at the election of Float Conference, to a refund or exchange for postponed or subsequent year events, on a one-to-one basis; provided however that there shall be no remedy for Tickets issued without charge. To submit a refund or exchange request, please contact Float Conference at the address listed at the bottom of this page. Float Conference cannot guarantee ticket availability or exchange of equal value. Float Conference reserves the right, in its discretion, to process Ticket exchanges directly, or to issue vouchers or other redemption tools to process exchanges. All Ticket exchanges are final. Admission to any particular class, seminar, or room, is subject to venue capacity and is outside of the control of Float Conference. Personal arrangements, including travel to, or accommodation or hospitality at or during, the Float Conference are at your own risk.

**Third Party Products, Services, Workshops, Events, Speakers, and Trainers.** The Float Conference is attended by numerous persons and businesses, most of whom are not affiliated with Float Conference. Acceptance of a sponsor, Third Party Events including any workshops, training programs, or social activities, or the allowance of a speaker or instructor, does not constitute an endorsement of Float Conference of such person or business, or any of such person’s or business’ products, services, ideas, concepts, or beliefs. Links on the Float Conference website link to external, or third party websites, are provided solely for convenience.

**Assumption of Risk.** Attending and participating in the Float Conference is voluntary and may involve certain risks of injury, damage to property, and other damages or losses. You acknowledge and agree that you are solely responsible for your personal belongings. Please do not leave your personal belongings unattended. In no event will Float Conference be responsible for any lost, stolen, or damaged property. You assume all risk of damages, property loss, theft of personal property and personal injury which may occur by participating in or attending the Float Conference.

**Consent to Photos and Videos.** While in attendance at the Float Conference there is a likelihood that a photograph or audio/video image or recording of you is captured, that you may engage in a performance that is recorded, or that you may participate in interviews or statements that may be documented, captured, or recorded, and that such photographs or recordings may be ultimately published and used in connection with certain online and/or print marketing materials, or otherwise. You grant the following rights and permissions to Float Conference, its affiliates, legal representatives, licensees, and assigns, those for whom it is acting, and those acting with its authority and permission (collectively, the “**Float Conference Parties**”). You grant to the Float Conference Parties: (a)

the right and permission to take, film, photograph, interview, and otherwise record, you, your name, image, likeness, singing or speaking voice, artwork or musical work, comments or statements, and personality in photographic, audio visual images and recordings, sound recordings, and other means of capture or documentation (“**Recordings**”) while in attendance at the Float Conference; (b) the right and permission to use, re-use, display, publish, perform, and republish, the Recordings, without restriction as to changes, alterations, or modifications, in conjunction with your own name or pseudonym, or other indicia of identity, for any purpose, including without limitation, for promotional, artistic, editorial, advertising, trade, or commercial purposes. You acknowledge and agree that the Float Conference Parties may use the Recordings in any and all media, now or later known, specifically including without limitation media and marketing for distribution in print or over the internet. You specifically consent to the compositing, adaptation, enhancement, distortion, or other modification of the Recordings, including without limitation any changes or alterations as to color, size, shape, perspective, context, foreground, or background. You also consent to the use of any text, or published matter in conjunction with Recordings. You acknowledge and agree that: the Recordings shall be the sole property of Float Conference; that in no event shall the Float Conference Parties have the obligation to compensate you in connection with the use of the Recordings; that the Float Conference Parties are not required to exercise any of the rights you have granted; the grants that you have made are perpetual, irrevocable, and unconditional; and that Recordings may be used by the Float Conference Parties anywhere in the world. You waive any right that you may have to inspect or approve the finished product or products and the text or matter that may be used in connection with the Recordings, or the use to which they may be applied. You release, discharge, covenant not to sue or seek money or damages from, and agree to defend, and hold harmless, the Float Conference Parties, from any liability by virtue of any of your misrepresentations, covenants, or obligations, or any blurring, distortion, alteration, or use, whether intentional or otherwise, that may occur or be produced in the taking or recording of the Recordings, or in any subsequent processing of the Recordings, as well as any use or publication of the Recordings, including without limitation any claims for libel or violation of any right of publicity, right of privacy, or false endorsement.

**Violation of Terms.** If you violate these Terms, including our conduct policy, and/or engage in any behavior that Float Conference deems to be unsafe or careless you may be removed and/or barred from the Float Conference, without refund or credit of any kind.

**Force Majeure.** In no event will Float Conference be responsible for any delay or cancellation of the Float Conference, including without limitation the Third Party Events, or other events or seminars, to the extent such delay or failure is caused by fire, flood, strike, acts of terrorism, acts of war, epidemics, the availability of the venues, or other causes beyond the reasonable control of Float Conference .

**Limited Warranty.** The Float Conference website, your attendance of the Float Events and all services and products provided in connection with the Float Events are provided “AS IS” and with all faults. Float Conference expressly disclaims any and all representations, warranties, and conditions, express or implied, to the extent permitted by law, including but not limited to warranties of satisfactory quality or fitness for a particular purpose. Your sole and exclusive remedy arising out of or related to a purchase of a Ticket or attendance at the Float Conference shall be, at the election of Float Conference, to a refund of the actual price paid for a Ticket by you to Float Conference, or the exchange of your Ticket for rescheduled or subsequent year events.

**Limitation of Liabilities and Remedies.** To the maximum extent permitted by law, Float Conference is not, in any event, liable or responsible to you or any other person for any indirect, special, incidental, collateral, exemplary, punitive, or consequential damages or losses of any nature whatsoever, resulting from or arising out of your purchase of a Ticket or participation or your attendance at the Float Conference, or otherwise, including without limitation for: (i) lost actual or anticipated revenue, profits, or savings, or loss of business or loss of opportunity; (ii) loss of goodwill or reputation; (iii) damages resulting from business interruption, injury, or failure to meet any duty of care; (iv) third-party claims; (v) personal injury or death; or (vi) any indirect or consequential loss or damage howsoever arising. Except in the event of the gross negligence of intentional misconduct of Float Conference, in the event of a failure of the foregoing limited warranty to limited remedy to the elective reperformance or refund, in no event will the total cumulative liability of Float Conference for all damages or loss exceed the actual price paid by you for the Ticket. Multiple claims will not expand this limitation. Some states, countries, and/or provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you.

**General.** If a provision of these Terms is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of these Terms shall not be impaired. These Terms are governed by the laws of the State of Oregon, United States of America, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing these Terms. Any action or proceeding arising out of these Terms shall be litigated exclusively in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. These Terms contains the entire understanding of the parties regarding the subject matter of these Terms and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of these Terms.

If you have any questions concerning these Terms please contact Float Conference at:

Float Conference  
4530 SE Hawthorne Blvd  
Portland, Oregon 97215  
Email: [info@floatconference.com](mailto:info@floatconference.com)