

## **NCOFCU Conference Terms of Service and Release of Liability**

By registering as an attendee, exhibitor or guest, for the National Council of Firefighter Credit Unions Inc (NCOFCU) Conference, (the "Event"), and for and in consideration of NCOFCU allowing me to register, attend, and participate in the Event, I, for myself and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal personal representatives, executors, administrators, successors and assigns, hereby agree to release; waive; covenant not to sue; and assume all risk of transportation, attendance, or participation in any or all activities of the Event. I further agree to indemnify, defend, and hold harmless NCOFCU, its employees, officers, directors, administrators, agents, instructors, speakers, members, other participants, sponsoring agencies, hosting hotel/convention center/venue—all of which are hereafter referred to as "Released Parties"—from any and all liability for any and all claims; judgments; costs, including attorney's fees; demands; losses; or damages on account of injury, death, or damage to property incurred in connection with any action brought in any way connected with the Event, except when caused by the negligence of Released Parties. This agreement is specifically intended to operate as a waiver of liability to the fullest extent allowed by law. I hereby acknowledge that I have read and agree to be bound by the terms of this Release.

I agree to this Release electronically or by signature pursuant to the laws of the United States and the State of Florida, including but not limited to, the Electronic Signatures in Global and National Commerce Act, and the Uniform Electronic Transactions Act and other similar laws, rules and regulations.

The relationship of the parties hereto and all claims arising out of or related to that relationship, including, but not limited to, the construction and interpretation of this registration, will be governed by the substantive laws of the State of Florida. NCOFCU's principal office is in the State of Florida and this registration site is controlled by NCOFCU from its offices within the State of Florida, United States of America. The Site can be accessed from all 50 states, as well as from other countries around the world. As each of these jurisdictions has laws and regulations that may differ from those of the State of Florida, by registering for this conference through this site you and NCOFCU agree that the statutes and laws of the State of Florida, without regard to conflicts of laws principles thereof, will apply to all matters relating to use of this site (whether grounded in tort, contract, law or equity) and any injury which may occur to you in connection with the Event. In the case of a dispute, you and NCOFCU agree any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Miami-Dade County, Florida. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

I consent to receive communications from NCOFCU by e-mail. I agree that all agreements, notices, disclosures and other communications provided by NCOFCU satisfy any legal requirement that such communications be in writing.

I also agree not to allow any other individuals to attend the conference in my place. I consent to NCOFCU using any photos, other images taken of me, and any results of conference related activities that occurred during the conference for media outreach efforts, promotional campaigns, various publications/communications, or other business purposes as determined by NCOFCU. In the event that NCOFCU should find it necessary to cancel or postpone this conference for any reason, including but not limited to low registration, strikes, acts of nature, war, terrorists acts, or other circumstances beyond NCOFCU 's control, then NCOFCU 's liability shall be limited to refund of registration fees paid to NCOFCU .

☐ **By registering for the Event, I understand that I am agreeing to the terms of this Release and acknowledge and agree that I have read, I have understood, and I agree to these terms. Please print a copy of this agreement for your records.**

**IF YOU DO NOT ACCEPT THESE TERMS PLEASE DISCONTINUE YOUR ON-LINE REGISTRATION FOR THIS CONFERENCE.**

**If you are completing this registration for another, have them sign and bring to the registration desk at the conference.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ CU: \_\_\_\_\_