



## **Attendee Terms and Conditions**

**By registering for and participating in any event hosted by New England Water Environment Association (NEWEA/NYWEA) and New York Water Environment Association (NYWEA), you, on your behalf and on behalf of any other third party acting on your behalf (collectively “you” or “Attendee”) hereby agree to these Terms and Conditions, with NEWEA/NYWEA as follows:**

### **Participation**

You agree to contribute Personal Data for the purpose of participating in the Event. You represent and warrant that the Personal Data you provide to NEWEA/NYWEA shall be accurate and complete. You agree to provide truthful and accurate registration information as requested by NEWEA/NYWEA; and to promptly inform NEWEA/NYWEA of any changes to your registration information. Such Personal Data will only be used by NEWEA/NYWEA as reasonably required for providing services as contemplated hereunder.

### **Cancellation and Substitutions**

Written requests for cancellation/refund must be submitted by the deadline prior to the Event. A 25% cancellation fee will be applied for cancellation/refund requests. No refunds will be issued for cancellations requested after the deadline for the Event.

Rather than canceling, consider sending a substitute. An organization may submit a request to substitute one person for another in writing. Additional fees may apply if the substitute's NEWEA/NYWEA Membership status is different from the original registrant's (e.g. substituting a Non-member for a NEWEA/NYWEA Member). **Badge sharing, or trading and badge reprints are strictly prohibited.**

### **Health & Safety Guidelines**

NEWEA/NYWEA's main priority is the health and safety of our attendees, exhibitors, volunteers, and staff. NEWEA/NYWEA will adhere to all official government and local authority guidance, as well as any venue or location-specific regulations. We will continue to monitor the evolving situation related to COVID-19 and all other epidemics, pandemics, and other public health situations and will update our strategy and guidelines as needed.

All conference/event participants must follow NEWEA/NYWEA's current health and safety guidelines. Our full, up-to-date guidelines can be found on NEWEA's site: [https://www.NEWEA.org/events/health\\_safety/](https://www.NEWEA.org/events/health_safety/)

Despite our protocols, there is still an inherent risk of exposure to COVID-19 in any public place where people are present. Should you fail to observe any of NEWEA/NYWEA's protocols, NEWEA/NYWEA may remove you from the Event without refund. By voluntarily choosing to attend NEWEA/NYWEA's conferences and events, participants assume all risks associated with exposure to COVID-19.

### **Photography Regulations**

In general, photography and filming in technical sessions and exhibit halls is prohibited. Attendees taking photographs or videotape with permission may be required to relinquish the film or digital media upon request.

### **Consent to use photographic images and recordings**

Authorized media representatives and film cameras may be present at NEWEA/NYWEA's Events. By attending the event, you give your express consent to be included within any film, photograph, audio recording and/or visual recording ("Footage"), the copyright of which shall be owned by NEWEA/NYWEA. You further hereby agree that any such footage may be used by NEWEA/NYWEA in any and all media to promote the organizations and its events, services, and community.

### **Views**

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of NEWEA/NYWEA. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising, and online content (collectively "Content"). NEWEA/NYWEA shall not be liable for any claims arising out of or related to the views and Content.

### **Technology Use**

You acknowledge that your use of technology during the Event is not guaranteed. NEWEA/NYWEA and its vendors will use their best efforts to communicate with attendees regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the Event platform.

In no event shall NEWEA/NYWEA be held liable for interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to the virtual event platform for the duration of the posted Event website.

## **Code of Conduct**

You agree to treat all individuals with respect and create a collegial, inclusive, and professional environment. You will value a diversity of views and opinions by communicating openly with respect for others. You shall not verbally abuse any individual. You shall not discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank. Anyone requested to stop unacceptable behavior is expected to comply immediately. NEWEA/NYWEA management may take any action deemed necessary and appropriate, including removal from the Event (and any remaining portions thereof) without warning and without refund of registration fee.

Following a Code of Conduct allows NEWEA/NYWEA to create the best experience possible for all attendees.

### Expected behavior:

- Exercise consideration and respect in your speech and actions.
- Attempt collaboration before conflict.
- Refrain from demeaning, discriminatory, or harassing behavior and speech.
- Be mindful of your surroundings and of your fellow participants. Alert NEWEA/NYWEA staff if you notice a dangerous situation, someone in distress, or violations of this Code of Conduct, even if they seem inconsequential.

### Unacceptable Behavior:

- Harassment and discrimination include any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, or disability;
- Inappropriate display, sharing or use of nudity and/or sexual images in public spaces (including presentation slides);
- Any physical or verbal intimidation, stalking or following of attendee(s);
- Harassing, photographing or recording of attendee(s);
- Sustained disruption of sessions, talks or other events;
- Inappropriate physical contact, and any unwelcome sexual attention (physical or verbal); and
- Any boisterous, lewd or offensive behavior or language, threatening, intimidation, coercion, use of sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs.

This Code provides general guidelines and cannot cover every possible type of unacceptable behavior.

**Indemnification**

Attendee, on behalf of yourself, and your successor, heirs and/or assigns (collectively the “Indemnifying Party”) agrees, at its own expense, to indemnify, defend, and hold harmless NEWEA/NYWEA, its affiliates, officers, board, staff, representatives, agents, members, and employees (each the “Indemnified Party”) against any demands, actions, suits (including, but not limited to, suits arising from infringement of copyright, proprietary rights of claim of libel, obscenity or invasion of privacy that may arise out of any party of participation in the Event), damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys’ fees and costs, of whatever kind or nature (collectively “Claims”) incurred by any Indemnified Party, as a result of the Indemnifying Party’s willful misconduct, gross negligence, negligence, or any violation of any federal or state law, rule or regulation. The Terms and Conditions shall survive the termination of the Event.

**Violations**

You acknowledge that any violation of these Terms and Conditions may result in NEWEA/NYWEA issuing you a verbal warning, removing you from the Event without refund, restricting you from attending future NEWEA/NYWEA events, and revoking your membership in NEWEA/NYWEA.

**Release and Assumption of Risk**

By Registering for the NEWEA/NYWEA event, attendees attest that they are aware of the common dangers of travel and participating in the meeting/events and will assume all personal liability for their participation in the Event.

Please indicate your acknowledgement and acceptance of these Terms and Conditions by checking “I Accept” on the event registration form.

NEWEA, 10 Tower Office Park, Suite 601, Woburn, MA 01801 / 781-939-0908 / mail@newea.org / [www.newea.org](http://www.newea.org)

NYWEA, 525 Plum Street, Suite 102, Syracuse, NY 13204 / 877-55-NYWEA (Toll free) / 315-422-7811 / info@nywea.org / [www.nywea.org](http://www.nywea.org)