

## **TERMS OF REGISTRATION AND LIMITATION OF LIABILITY (the “Terms”)**

The Oklahoma Public Health Association, including any organizers of OPHA’s 75<sup>th</sup> Annual Conference (collectively the “OPHA”) expressly disclaim liability from any and all acts or omissions of the OPHA, and for third parties including facilities suppliers and exhibitors in conjunction with the event. This includes, but is not limited to, the safety of any attendee while in transit to or from this event. The OPHA shall not be liable for any delays or failure in performance, or interruption of services resulting from an cause whatsoever. **THE OPHA DISCLAIMS ANY AND ALL WARRARANTIES, EXPRESS OR IMPLIED.**

The OPHA reserves the right to cancel the OPHA’s 75<sup>th</sup> Annual Conference at any time and for any reason. The OPHA shall not be liable to individuals or entities for any travel costs, including, but not limited to, nonrefundable airline tickets. Everyone who pays for travel and lodging expenses does so at their own risk. **THE AMOUNT OF LIABILITY OF THE OPHA IS LIMITED TO A REEFUND OF THE ATTENDANCE FEE.**

OPHA expressly disclaims any liability arising out of the consumption of alcoholic beverages in conjunction with the Embassy Suites Hotel and Conference Center’s complimentary evening reception. Persons under the age of 21 shall not consume alcoholic beverages. Conference participants, including any guests, are responsible for their own well-being. The OPHA expressly disclaims liability for any acts or omissions of individuals resulting from excessive drinking, recklessness or negligence on the part of any conference participant(s), or any other third-party. Any person attending the OPHA’s 75<sup>th</sup> Annual Conference also agrees not to allow any other individual to participate in your place either at the conference, during the registration process, or any other conference-related activity.

Attendees/Exhibitors/Sponsors at the OPHA’s 75<sup>th</sup> Annual Conference (2014) agree to indemnify, defend, and hold harmless OPHA, its officers, directors and agents, against all claims arising out of actions or omissions of Attendee/ Exhibitor/Sponsor at or in connection with the 2014 Annual Conference.

OPHA reserves the right to substitute any scheduled speaker, however, it will attempt to obtain a speaker of similar quality in case of an emergency or cancellation. OPHA has no duty of due diligence with respect to presenters, exhibitors, or sponsors. The OPHA makes no endorsements of any presentation or product. The views, opinions, and presentations of any speakers, exhibitors or sponsor at OPHA’s Conference are their own and may not reflect those of OPHA.

The Terms of Registration and Limitation of Liability (the “Terms”), and any dispute between arising out of this agreement or actions taking place during OPHA 75<sup>th</sup> Annual Conference, shall be governed by the laws of the state of Oklahoma. Any dispute that cannot be resolved through good faith negotiation shall be submitted to arbitration before the tribunals of the American Arbitration Association (the “AAA”) and governed by the then current Commercial Arbitration Rules of the AAA. The prevailing party in any dispute shall be entitled to its costs and fees, including reasonable attorney’s fees. If for any reason any part of these Terms is held to be invalid, such part shall be deemed to be excluded from these Terms and the remainder of these Terms will not be affected.