

## **IKAA GATHERING 2019 CODE OF CONDUCT**

IKAA wants to ensure a safe and enjoyable IKAA Gathering 2019 (the “conference”) for all participants. To that end, the IKAA Executive Committee and Board of Directors have established the following requirements for registrant conduct during the conference:

1. Hotel/IKAA Property – IKAA Gathering 2019 registrants must respect the Lotte Hotel’s, IKAA’s, and fellow conference registrants’ properties at all times. Each registrant will be held responsible for any and all damage they cause. If you or your child(ren) are responsible for any malicious damage to property, you and/or your child(ren) may be expelled from the conference.
2. Drugs/Alcohol – Registrants must refrain from illegal drug use and excessive alcohol consumption during the conference. Underage registrants must refrain from alcohol consumption altogether.
3. Attire – Proper attire is required at designated parts of the conference. All registrants must dress in a professional/formal manner at those times. Registrants who fail to obey the dress code will not be permitted to participate in those parts of the conference.
4. Badges – Registrants must wear their conference badges at all times during the conference for identification purposes. Badges will be required to enter conference facilities and conference functions and activities.
5. Non-Registrants – Non-registered persons not expressly permitted to attend the conference are not allowed into any conference function or activity. Any IKAA Gathering registrant who brings unregistered guests not expressly permitted by the IKAA Board of Directors and/or IKAA Executive Committee to attend the conference may be expelled from the conference.
6. Discrimination – IKAA requires all registrants to respect each others’ race, nationality, gender, sexual orientation, age, and all other personal characteristics, as well as refrain from acts of discrimination.
7. Sexual Harassment and Violence – Sexual harassment, sexual assault, and stalking in any form will not be tolerated. Verbal and/or physical aggression/violence and threatening behavior will not be tolerated.
8. Laws – All registrants must abide by the rules and laws of South Korea.
9. Respect – All registrants must show basic respect for other registrants’ opinions and refrain from disruptive behavior.

I hereby acknowledge that I have read and understood all of the above, and I agree that failure to abide by the Code of Conduct may result in expulsion from the conference, and that I may be held legally and financially responsible for my actions. I agree to abide by any and all additional rules and regulations of IKAA, the Lotte Hotel, and all other conference venues.

## **IKAA GATHERING 2019 ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

In consideration for my being permitted to participate in the IKAA Gathering 2019 held in South Korea (referred to hereafter as “the Program”) and related events and activities,

the undersigned acknowledges and agrees to the following:

1. Risk Factors- I understand and acknowledge that the use of equipment and facilities provided by IKAA and participation in the Program involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself/my child(ren) or others, including IKAA and its agents or from the unavailability of emergency medical care.
2. Assumption of Risk- I assume full responsibility for all risks that may arise out of or result from my/my child's (children's) participation in the Program, including but not limited to those risks described in subsection 1, above.
3. Acknowledgement of Policies and Procedures- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my/my child's (children's) participation in the Program. I understand that the safe and proper use of all facilities, equipment or participation in activities is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all IKAA rules, regulations and policies. I understand that IKAA reserves the right to revoke or terminate my participation in the Program for any violations of these rules, regulations, or policies. In the event of such revocation or termination, I understand that I shall not be entitled to any refund of any fees or costs I have paid or incurred.
4. Release, Indemnify, and Defend- As a registrant, and/or the natural parent and/or as the legally authorized guardian of a registrant(s) in the Program, I do hereby for myself, my spouse, my child(ren), and on behalf of my/our heirs, personal representatives, and assigns, agree not to sue and hereby release, waive, discharge, hold harmless and indemnify and forever defend IKAA, its officers, employees, advisors, members, servants, directors, predecessors, successors, representatives, volunteers, and affiliates, including their respective assignees, agents and licensees, past present or future, individually or collectively, (hereinafter jointly referred to as "the Released Parties"), from any and all liability, losses, claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, for any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damage or theft of property, or other losses, and any consequences thereof, including expenses, costs, and attorney's fees, as may be sustained by my child(ren) and/or me arising out of or in any way associated with my or my child's (children's) participation in the IKAA Gathering 2019, or travel or activities incident thereto, whether by negligence or not, to the fullest extent permitted by law.
5. Waiver- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
6. Payment for Damages- I agree to pay for any and all damages to any property or

Released Parties determined by IKAA to have been caused by me/my child(ren) negligently, willfully or otherwise.

7. Representatives- I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
8. Consent for Emergency Treatment- I consent to medical treatment for emergencies that occur during or are related to my/my child's (children's) participation in the Program where I am unable to consent to such treatment. I agree that this provision, however, does not obligate any Released Party to provide or arrange for any medical treatment for myself or my child/children.
9. Insurance- I understand that I am solely responsible for any medical, health or personal injury costs relating to my/my child's (children's) participation in the Program, and reimbursement to IKAA of any costs incurred. I understand that I am strongly encouraged to have a physical examination and purchase adequate health insurance prior to any and all participation in the Program.
10. Jurisdiction- This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Washington, U.S.A. The parties agree to use the State of Washington, U.S.A. for Jurisdiction and the Superior Court of King County or the United States District Court for the Western District of Washington as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.
11. Severability- If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

### **IKAA GATHERING 2019 PHOTOGRAPH/VIDEO RELEASE AND WAIVER**

I hereby agree and grant irrevocable permission to IKAA, its officers, employees, advisors, members, servants, directors, predecessors, successors, representatives, volunteers, and affiliates, including their respective assignees, agents and licensees, past, present, or future (hereinafter jointly referred to as "the Released Parties"), to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and/or otherwise use and reuse the photographs, video, and/or images taken of myself/my child(ren) in connection with the IKAA Gathering 2019 conference activities, in any media, including, without limitation, the internet, and for any and all purposes the Released Parties deem appropriate.

I hereby waive any right to inspect or approve the final photographs, video, and/or images, including any printed or electronic matter that may be used in conjunction with them,

now and at all later times, whether that use is known or unknown to me and hereby waive any right to royalties or any other compensation arising from or related to the use of the photographs, video, and/or images. I further waive my right to pursue any and all claims, in law, equity or otherwise, arising from or related to use of the photograph and/or image. Moreover, I hereby agree to defend, and hold harmless the Released Parties for any and all publishing and/or distributing of the photographs and/or images, in whole or in part, whether on paper, via electronic media, or on the internet, from and against any and all claims, damages, or liability arising from or related to the use of the photographs, video, and/or images, including, but not limited to, any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the photographs and/or images, its publication or distribution, by the Released Parties or any other individuals and/or entities.

**TERMS AND CONDITIONS RELATING TO MINOR CHILDREN AT THE IKAA  
GATHERING 2019**

I ACKNOWLEDGE THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD(REN) I HAVE REGISTERED, AND THAT I HAVE READ AND UNDERSTAND THE IKAA GATHERING 2019 CODE OF CONDUCT; IKAA GATHERING 2019 ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY; AND IKAA GATHERING 2019 PHOTOGRAPH/VIDEO RELEASE AND WAIVER IN THEIR ENTIRETY AND UNDERSTAND THAT THEY RELATE TO SURRENDERING VALUABLE LEGAL RIGHTS OF MY MINOR CHILD(REN) AND MYSELF. I AGREE TO BE BOUND BY ALL THE TERMS OF THE IKAA GATHERING 2019 CODE OF CONDUCT; IKAA GATHERING 2019 ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY; AND IKAA GATHERING 2019 PHOTOGRAPH/VIDEO RELEASE AND WAIVER AS RELATES TO MY MINOR CHILD(REN) IN THEIR ENTIRETY. I ALSO GIVE MY CONSENT FOR MY MINOR CHILD(REN) TO PARTICIPATE IN THE IKAA GATHERING 2019, AND I AGREE TO TAKE RESPONSIBILITY FOR MY CHILD(REN) AT ALL TIMES DURING THE IKAA GATHERING 2019.