

US Sports Congress 2020
EXHIBITOR TERMS AND CONDITIONS

In addition to the foregoing, attendee agrees to the following Terms and Conditions for exhibition space at the US Sports Congress hereinafter named as USSC:

APPLICATION AND REGISTRATION: Subject to your registration and payment and US Sports Congress LLC acceptance thereof, USSC may grant admission to, and exhibit space for, you and your officers, employees, agents (hereinafter referred to as the "Exhibitor") connection with the US Sports Congress, scheduled December 7-9, 2020 (the "Event") at The M Resort, 12300 S Las Vegas Blvd, Henderson, NV 89044. US Sports Congress, LLC reserves the right in its sole and unfettered discretion to determine the eligibility of exhibitors and exhibits for the event.

INDIVIDUAL ATTENDEES: Exhibitor's admission shall apply to a single bona fide representative. Exhibitor may register additional representatives at the lowest admission rate available at the time. Exhibitor badges are non-transferable. Each representative must display the official badge at all times while in the exhibit area or otherwise attending any private conference event.

INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold harmless USSC, the M Resort and Penn Gaming its officers, directors, shareholders, employees, agents, and representatives against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney's fees, accounting fees, expert witness fees, costs, and expenses) incurred by USSC and/or the M Resort and Penn Gaming, known or unknown, contingent or otherwise, directly or indirectly arising from or related to exhibition space at the USSC, including damages to any person or persons in the employ of Exhibitor, any and all damage or loss to property belonging to Exhibitor, and any damages or losses while in transit to or from the USSC and the M Resort. This clause and the rights, duties, and responsibilities contained therein shall survive the 2020 USSC, areas.

INSURANCE REQUIREMENTS: The undersigned at its cost, shall maintain public liability and property damage insurance and products liability insurance with a single combined liability limit of \$1,000,000.00 and property damage limits of not less than \$200,000.00 insuring against all liability of the undersigned and its authorized representatives arising out of and in connection with the undersigned's exhibit and participation at the USSC. USSC and the M Resort shall be named by endorsement as additional insured's under the policy requirements set forth herein. USSC reserves the right to request an increase in the coverage limit requirements as it deems appropriate. Exhibitor shall provide USSC with proof of insurance upon request.

EXHIBITOR REGULATIONS: Exhibitor shall at all times comply with all federal, state, and local laws and ordinances as well as the rules and regulations of the USSC and the M Resort. Exhibitor shall be responsible for maintenance of its exhibit and its removal at the show's end or at the request of the USSC or the M Resort. Notwithstanding, no exhibits shall be removed prior to the close of the USSC without the written consent of the USSC.

EXHIBIT SPACE REASSIGNMENT: USSC reserves the right to demand release of space for failure to conform to the rules and regulations of the USSC, re-allot space for any reason, offer requested space when available, and accept and/or reject any and all applications.

ACTS OF GOD: In the event the M Resort /Host Venue for the USSC is destroyed, damaged or made unavailable due to fire, strike, Acts of God, police activity, public safety concerns, or other causes beyond the control of the USSC, either before its commencement date or during the show, or the USSC is otherwise unable to be held, USSC and/or the M Resort /Host Venue reserves the right to cancel, postpone, or relocate the USSC to another venue. USSC shall, in their sole discretion, determine the basis for any refund of fees depending upon the particular circumstances.

SUBLETTING: Exhibitor reserving and paying for space at the USSC may occupy such reserved space. Exhibitors are not permitted to sublet, transfer, or assign space in whole or in part or allow use of the space for any purpose other than the use contracted for and specified herein without the written consent of the USSC.

CONDUCT OF EXHIBITS: Exhibitor shall not exhibit, demonstrate, or distribute any materials or supplies not made, packaged, or sold, under or over the name of the Exhibitor or dealt with in the normal course of their business without the written consent of the USSC. USSC reserves the right to restrict the type of products or services for which displays will be allowed and to approve all exhibit arrangements.

MARKETING VIDEO/PHOTO RELEASE: Exhibitors grant permission to the US Sports Congress LLC and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release the US Sports Congress LLC and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview or guest lecture, with or without my name, for the purpose of advertising and publicity without restriction. Exhibitors waive their right to any compensation.

COPYRIGHTED MATERIAL: The Exhibitor agrees not to make use of any copyrighted musical material or works of any kind during the US Sports Congress and Trade Show without first complying with United States Copyright Law. The undersigned further agrees to defend and hold harmless the US Sports Congress and Trade Show from any and all liability, whether direct, indirect, contingent, or otherwise in conjunction with the undersigned's use of any musical material or works.

HEALTH/SAFETY WAIVER: The US Sports Congress is making all reasonable preparations to protect the health and safety of the event attendees. However, an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the [Centers for Disease Control and Prevention](#), senior citizens and guests with underlying medical conditions are especially vulnerable. By registering for the US Sports Congress, you voluntarily assume all risks related to exposure to COVID-19.

CANCELLATION / REFUND POLICY: Cancellations will be honored upon written notice before September 2, 2020. All refunds will be assessed a \$300.00 processing fee. **Deposits or payments are non-refundable after September 2, 2020. Exhibitor fees are non-refundable after September 2, 2020. Cancellations must be received in writing.**

CANCELLATIONS/REFUNDS: A \$300 PROCESSING FEE WILL BE CHARGED FOR ALL REFUNDS. REFUNDS WILL NOT BE MADE AFTER SEPTEMBER 2, 2020.