



Terms and Conditions of Event Participation

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Energy Insurance Mutual (“**EIM**”, “**we**”, “**us**” or “**our**”) provides access to certain events to those who officially participate in the event. The EIM event in which you will be participating (“Event”) has been organized for informational or educational purposes only. In consideration of the right to participate in the Event (which includes participation in any or all activities connected or contemporaneous with the event such as, but not limited to, tours, trips, to/from Event shuttles, hotel occupancy, receptions, business meetings, etc.), you agree to be bound by these terms and conditions, which incorporate our Privacy Policy and our Terms of Use, and which are collectively referred to as the “**Agreement**”.

We reserve the right to amend this Agreement at any time, which will be effective when a revised version is posted on the EIM website. If you fail to abide by the terms of this Agreement, EIM reserves the exclusive right, at its discretion, to immediately terminate your participation in the Event, participation in future events, or take such other actions as EIM deems appropriate.

This Agreement contains a Likeness Release, set forth below, in which you grant us the right to use your Likeness (as defined).

RELEASE/HOLD HARMLESS/INDEMNITY

You agree to assume all risks associated with participation at the Event and you, on behalf of yourself and your heirs, executors, administrators, legal representatives, assignees, and successors in interest, do hereby release, waive, discharge, agree to hold harmless, and covenant not to sue EIM, its officers, directors, employees, volunteers, agents, representatives, and subsidiaries, and any other sponsoring, organizing or participating parties (including, but not limited to, transport or tour companies, facility or property owners on-site or otherwise, fellow participants including instructors or presenters, law enforcement agencies, or public entities associated with the Event) and their respective agents, representatives, directors, officers, volunteers, and employees (collectively, “**Released Parties**”) from any and all liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages (including due to any of the Released Parties’ own negligence) which you may have or which may hereafter accrue against the

Released Parties and which may result, directly or indirectly, in injury, loss or damage (including death) to yourself or injury, loss or damage to your personal property, arising out of your participation in or association with the Event, including upon the premises where any Event activity is being conducted and travel to and from the Event.

You further agree to indemnify and hold harmless the Released Parties from any and all liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages which may accrue to any individual or entity and may result, directly or indirectly, from your participation in or association with the Event, or upon the premises where any Event activity is being conducted, and including travel to and from the Event, and that you shall indemnify the Released Parties for any damages awarded or expenses incurred as a result of any and all such liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages, including, but not limited to, attorney fees and court costs.

IMAGE/LIKENESS RIGHT AND RELEASE

EIM (and/or its representatives and contractors) may take photo stills and audio/video of Events for various uses, including, but not limited to, in news and promotional material, in print, electronic and other media, including our website. By participating in an Event, you hereby irrevocably and unconditionally grant us and our contractors, vendors, sponsors, and exhibitors, a perpetual, right and license to use, reproduce, publish, distribute, edit, make derivative works, perform publicly, disclose, assign, and transfer all images, photographs, videos, voice, name, likeness, and any content you submit (whether in chat sessions, uploads, email, in person, or otherwise) (collectively, "**Likeness**"), without limitation, without compensation. All media containing any Likeness become our property. The Likeness and media may be displayed, distributed and used by us for any purpose. You hereby release EIM and its employees, volunteers, licensees, contractors, providers, successors, and assigns from any and all claims, demands, and causes of action that you may now or hereafter have against any of the foregoing arising out of or in connection with the use of your Likeness.