



## Terms and Conditions

In consideration of performing, participating, or attending in the activities listed below the party agrees to give up the following rights and agrees to the following limits or liabilities.

By participating in any events planned and controlled by Barrow Neurological Foundation (BNF), you agree to the following:

1. BNF events are provided with no special express or implied warranty. The organizers, including but not limited to the committee members, advisory, and sponsors of BNF events assume no liability for any loss, theft, damage, or injury to property or persons, including death, whether arising in contract, negligence, equity, or otherwise.
2. You assume all risks when participating in BNF events. You must use care and good judgement and obey all rules and regulations of BNF. You will comply with all requests made by employees, committee members, and/or advisory representatives of BNF. You must obey all laws of the State of Arizona.

BNF reserves the right to eject any participant who does not comply with the terms of this section. Ejected participants will not be entitled to a refund or any further recourse.

3. You will defend, indemnify, and hold harmless BNF and its organizers, directors, employees, consultants, agents, affiliates for any and all legal actions arising from participation in BNF events. You agree to pay all legal fees incurred by BNF that arise due to this agreement.
4. You give BNF authorization to use and post photographs, videotapes, recordings, or any other record of our events and full names of any participants before, during, or after the event for promotional use, reporting to the media, and publishing on our website or blog. You will not be entitled to any compensation for BNF's use of your name or image.
5. No refunds for event purchases will be made, for any reason.
6. BNF reserves the right to exclude anyone from becoming a BNF performer, participant, or attendee.
7. MISCELLANEOUS PROVISIONS

**a. Governing law.** This Agreement has been entered into and delivered in the State of Arizona and the validity, interpretation, and legal effect of this Agreement will be governed by and construed in accordance with the internal laws of the State of Arizona

Applicable to contracts entered into and performed entirely within the State of Arizona. Only the (state and federal) Arizona courts will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding that involves such controversy will be brought to the courts in Maricopia County, not elsewhere. The parties hereto irrevocably submit to the jurisdiction of the Arizona (state and federal) courts in any such action or proceeding and irrevocably waive any right to contest the jurisdiction, power, or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). The parties hereto irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

**b. Entire Agreement.** This contract contains the entire understanding between parties and all of its terms, conditions, and covenants will be binding upon and inure to the benefit of the respective parties and their heirs, successors, and assigns. No modification or waiver hereunder will be valid unless it is in writing and signed by the party sought to be bound.

**c. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together will be deemed to constitute one agreement.

**d. Severability.** Any provision of this Agreement held to be invalid, illegal, or unenforceable in any jurisdiction will as for such jurisdiction be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions hereof or thereof; the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

**e. Amendments.** This Agreement may be amended, superseded, canceled, renewed, or extended only by a written instrument signed by each of the parties hereto.

**f. Interpretation.** No provision of this Agreement will be interpreted in favor of or against any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.