

## EVENT TERMS

These terms (“Event Terms”) govern your attendance of, or participation in, any event or activity hosted or organized by the Northwest Hydroelectric Association (“NWHHA”), including in-person events (each, an “Event”).

NWHHA may update these Event Terms from time to time. You may not attend or participate in any Event unless you agree to these Event Terms.

## PHOTO AND VIDEO RELEASE

I agree to grant to NWHHA, and its authorized representatives, permission to record on photography film and/or digital imagery, pictures of my participation. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote NWHHA events, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

I also agree to grant to NWHHA, and its authorized representatives, permission to record on video images and interviews to be included in the Humans in Hydro program, and for other NWHHA-related purposes.

Your image, likeness, voice, statements and other identifying characteristics (each, an “Image”) may be captured in photographs, recordings (both audio and video) or other transmissions of the Event (each, a “Recording”) by NWHHA, and/or others on behalf of NWHHA.

You hereby grant to NWHHA a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials).

NWHHA exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom. NWHHA has no obligation to share any such proceeds with you.

In connection with the use or other exploitation of Recordings (including your Images), you hereby irrevocably waive and release any and all claims with respect to intellectual property, rights of publicity, rights of privacy, and any other claims or damages with respect to such use or other exploitation. By attending Events, you affirm that you are of legal age and have read the foregoing release and fully understand its contents.

## ASSUMPTION OF RISK

Your attendance or participation in Events or any related activities is completely voluntary. To the maximum extent permitted under applicable law, you accept and assume all risks of any and all

personal injury or damage to your personal property that you may face while attending an Event, and hereby waive any claims you may have against NWA.

Additionally, you acknowledge the contagious nature of COVID-19 and its variants, and that you may be exposed to or infected by COVID-19 and its variants by attending and/or working at and/or by participating in the Events or related activities, and that such exposure or infection may result in quarantine requirements, severe illness, personal injury, permanent disability, and death. You expressly, specifically, knowingly, intentionally, purposefully, personally, and solely assume all risk of injury or harm that may result, directly or indirectly, from, during, or with respect to your participation in the Events and the risk of contracting coronavirus/COVID-19 and its variants (or any other contagious illness) at or in connection with participation in the Events.

The risk of becoming exposed to or infected by COVID-19, its variants, or any other contagious illness at the Activity may result from the actions, omissions, or negligence of yourself and others, including, but not limited to NWA's employees, volunteers, and participants and their families. In consideration of your participation in the Events, you agree on your own behalf and on behalf of your heirs, representatives, executors, administrators, and assigns to absolutely release and forever discharge, covenant not to sue, defend, indemnify, and hold harmless NWA and its members, directors, officers, employees, attorneys, agents and representatives from any and all claims, demands, actions, causes of action of whatever kind or nature, either known or unknown, arising from or in connection with your attendance at or participation in the Events, including but not limited to any claims of negligent exposure to or contraction of COVID-19, its variants, and any other contagious illness.

#### INDEMNIFICATION

Without restricting the other remedies available to us, and to the fullest extent permitted by law, you shall defend, indemnify, and hold harmless NWA, its administrators, directors, agents, officers, volunteers and employees (the "Indemnified Parties") from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by the Indemnified Parties in any manner arising from or in connection with your non-compliance with these Event Terms including claims by, or liabilities to, third parties.

#### LIMITATION OF LIABILITY

THE MAXIMUM AGGREGATE LIABILITY OF NWA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION IN CONNECTION WITH THESE EVENT TERMS OR AN EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE EVENT REGISTRATION FEES, IF ANY, PAID BY YOU TO AND RECEIVED BY NWA FOR THE EVENT GIVING RISE TO THE LIABILITY.

#### EXHIBITOR RELEASE OF LIABILITY

To the fullest extent legally permissible, Exhibitor agrees: (i) it shall be fully responsible to pay for any and all damage to property owned by Hotel, its owning entity, managing entity or their affiliates that results from any act or omission of Exhibitor; (ii) to defend, indemnify and hold harmless Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each

of their respective shareholders, members, directors, officers, managers, employees and representatives, and NWA from any damages or charges resulting from Exhibitor's use of the property; and (iii) its liability shall include all losses, costs, damages, and expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees.