# Behavioral Contract - Developed by the Student Advisory Committee

As a brother or associate member of Lambda Chi Alpha at the virtual Conference, I will:

- Abide by the oaths and obligations of Lambda Chi Alpha;
- Obey all federal, state, and local laws; with strict adherence to laws regarding alcohol and drug use (this is an alcohol-free event);
- Show respect for the brothers and other individuals responsible for hosting the Conference by actively participating in all sessions, being courteous to others' needs, and having an open mind;
- Act as a gentleman and responsible citizen at all times. ("Remember, you are being judged when you least expect it.");
- Not act in any way unbecoming of a gentleman;
- Be held accountable for my actions; and
- Act as my "Brothers' Brother," confronting and encouraging my brothers where necessary.

### **Terms and Conditions of Participation**

#### Introduction

By registering for the event the participant agrees to the following terms and conditions:

#### Laws and Regulations

The participant agrees to abide by all local, state, and federal laws, and all laws, regulations, and policies of the Fraternity and of the virtual platform provider. The participant acknowledges that the Fraternity may remove any participant on the basis of disruptive behavior or engaging in activities that may reflect negatively on the Fraternity.

### Liability

Neither the Fraternity nor the virtual platform provider will be responsible for any injury, loss, or damage that may occur to a participant, or to any other person prior to, during, or subsequent to the period covered by the event. Each participant assumes the entire responsibility and agrees to protect, indemnify, defend, save and hold harmless the Fraternity and the virtual platform provider and their respective affiliates, officers, employees and agents against all losses, damages, and attorney's fees arising out of or caused by the participant's attendance.

#### Indemnification

To the extent permitted by law, the participant agrees to defend, indemnify, release and hold harmless the Fraternity, the virtual platform provider, and all of their respective affiliated organizations and their officers, directors, employees, students, insurers, and agents, against any and all liability, claims, demands, actions, or causes of actions for loss, injury, or damage to persons or property, arising out of his or her participation in the event, and any acts or omissions on the part of the participant, excepting only those claims arising out of the gross negligence or willful misconduct of the Fraternity or the virtual platform provider.

### Disclaimer of Warranties

Neither the Fraternity nor the virtual platform provider makes any warranties regarding the provider's services express or implied, including the implied warranties of merchantability or fitness for a

#### particular purpose.

### Intellectual Property

All intellectual property rights in and to the event, the event content, and all materials distributed at or in connection with the event are owned by the Fraternity or by the speakers presenting at the event. The participant may not use or reproduce or allow anyone to use or reproduce any trademarks, trade names or other intellectual property appearing at the event for any reason without the prior written permission of the Fraternity.

## Force Majeure and Event Content

Neither the Fraternity nor the virtual platform provider shall be liable to the participants for any damages, costs, or losses incurred due to any failure to perform where such failure results from any acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for the Fraternity or the virtual platform provider to provide the services for the event. The Fraternity reserves the right in its sole discretion to amend or cancel events or to replace or omit individual presentations in the published program at any time.

## Audio, Image and Video Recording

Photographs, audio, and video will be captured during the event. The participant grants the Fraternity permission to photograph, film and/or record the participant at the event and distribute (both now and in the future) the participant's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

### Waiver and Severability

The Fraternity's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of these terms and conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect and enforceable.

### Governing Law, Fees, and Expenses

These terms and conditions and all aspects of the participant's attendance at the event shall be governed by the laws of the State of Indiana and the parties shall submit to the exclusive jurisdiction of the Indiana courts. In the event that a participant must cancel a registration it is that participant's responsibility to cancel before the deadlines listed on the registration website. No refunds will be issued after those respective dates. Cancellation fees may apply and will be clearly outlined in the registration for the event.

### Entire Agreement and Amendment

The registration materials and these terms and conditions are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancel all previous written and oral agreements, communications and other understandings relating to this event. All modifications must be in a writing, except as otherwise provided herein.