

Last Updated: January 31st, 2023

# CONCIERGE MEDICINE TODAY, LLC. | SPEAKER AGREEMENT

THIS IS A LEGAL DOCUMENT.

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#### INTRODUCTION.

With respect to the Speaker's participation in the Event (herein "Conference" or "CMT Event") this Agreement is made and entered into by and between CONCIERGE MEDICINE TODAY, LLC., ("ORGANIZATION" or "CMT"), a GEORGIA entity with offices at 4080 McGinnis Ferry Road, Building 800, Suite 801, Alpharetta, GA USA 30005 and SPEAKER APPLICANT (herein "Speaker Applicant"), an individual 21 years of age or older, ("Speaker Applicant" or "Speaker"). Speaker Applicant and CONCIERGE MEDICINE TODAY, LLC., agree as follows:

you have read and hereby understand that you consent, are bound by and to and agree to this Speaker Agreement.

The Speaker Applicant understands that his/her invitation to participate can be modified and or date/times may be subject to change without notice at Concierge Medicine Today's sole discretion.

The Speaker Applicant understands that his/her invitation to participate can be revoked if the Speaker fails to comply with any of the above

Speaker Applicant understands that "applying to be a Speaker" and final confirmation of speaker selection are different and that simply applying does not guarantee or signify any Speakers' participation in a Concierge Medicine Today, LLC Conference and/or future event or

Concierge Medicine Today, LLC, or a designated representative will provide written verification of Speaker Applicant's acceptance. Speaker Applicant acknowledges that they have read and understand this document and what it means with respect to their participation. Speaker Applicant warrants, represents, and agrees that they have the full power and authority to enter into this agreement; and has obtained all necessary permissions or licenses from any necessary individuals or organizations prior to the Speaker Applicant's presentation.

# **EVENT SPECIFIC DETAILS.**

Speaker shall participate in a CMT approved and CMT scheduled breakout, general session, workshop and/or moderated panel discussion panel session and/or individual presentation at the CONCIERGE MEDICINE FORUM in Cumming, GA. It is agreed that the individual "Speaker" will present at a time to be determined by CMT at the upcoming CMT Concierge Medicine Forum during the dates of CURRENT CALENDAR YEAR CONFERENCE (found at: https://www.conciergemedicinetoday.net/liveevents).

# PREPARATION.

In preparation, the Speaker agrees to:

- (a) meet all program-related deadlines provided to him/her by CONCIERGE MEDICINE TODAY, LLC., including but not limited to deadlines for slides, handouts, A/V requests, etc.;
- (b) participate in two rehearsal/prep zoom meeting sessions with CMT at mutually convenient times to be arranged;
- (c) promote his/her session through the Speaker Applicant's social networks (Facebook, Twitter, LinkedIn, personal and company websites, etc.); (Social media language with short links and hashtags will be provided to Speaker by the session coordinator prior to the event)
- (d) use the presentation and handout templates and logos provided to (p) NOT RESPONSIBLE FOR EMAILED/LOST/SLIDES IN him/her by CONCIERGE MEDICINE TODAY, LLC., for any presentations and/or handouts Speaker Applicant may utilize in connection with the program. Speaker agrees to only use the templates and logos as provided by CONCIERGE MEDICINE TODAY, LLC, and in accordance with its branding guidelines and not in any way except in connection with this or other CONCIERGE MEDICINE TODAY, LLC.

(e) provide a copy of his/her presentation for use in session video post-production.

If possible the speaker will also: Send a press release through their organization (CONCIERGE MEDICINE TODAY, LLC. to provide a customizable template) provided CONCIERGE MEDICINE TODAY, LLC. reviews and approves such press release prior to its distribution.

- (f) ALL CMF SPEAKERS MUST CONFIRM REGISTRATION BY JULY 20th Online. You do not have to wait to confirm your SPEAKER SEAT. You can register now. As an invited CMF Speaker, you are entitled to receive one complimentary All-Access Conference Pass/registration to By participating as a "Speaker" at a CMT Conference or event whereby. CMF as well as one Pre-Conference Workshop. You do need to preyour participation was either voluntary, invited, sponsored or otherwise, register as seating is limited. However, no substitutions or placeholders. Please use your Discount Code "CMFSPEAKER" to Register (only yourself) for free as a benefit of participating at CMF. Register at: https://form.jotform.com/61644628341961.
  - (g) Please upload your slide deck no later than October 1, 20-- to CMFs Dropbox.
  - (h) Before the event, please make note of your presentation times listed in the schedule. Your presentation MUST NOT exceed this time.
  - You presentation time is inclusive of Q&A. Question time can be facilitated by you taking questions from the room by having participants raise their hands individually. If you opt not to take Q&A, that's fine too. We simply ask you tell your session attendees to meet you in the Foyer/Lobby/Hallway area so the next presenter has time to set-up.
  - (i) At the end of your allocated time, the chair will come over the AV speaker(s) to remind all speakers to conclude immediately and remove your materials from the lectern/room for the next presenter.
  - (k) In most General Sessions, the CMF Host will only be able to ask questions if you have finished in time.
  - At the conclusion of your session any remaining time will be used for questions, discussion or networking. Thank you.
  - (m) EMAIL UPDATES TO YOUR SLIDE DECK SENT TO CMT AFTER OCT 1st. We really don't recommend you email your slide decks to us anymore. Please upload a copy of your presentation/slide decks in PowerPoint format no later than October 1, 20-- to CMFs Dropbox. These will be given to our facilities/AV Team prior to the conference. If you update your slide decks after October 1st, 20--, please remember to upload the latest version to CMFs Dropbox. We will have access to CMFs Dropbox at the conference. However, we are not checking email for presenter slides after October 1st, 20--. So, please use CMFs Dropbox or put a copy of your slides on two duplicate USB Thumb Drives and bring a copy of these drives with you. If slides are on your lap top, please upload your latest version of your slides to CMFs Dropbox. Thank you.
  - YOUR TIME SLOT. Up to the minute updates, refinements and minor adjustments to the CMF Schedule to accommodate all of our speakers is ongoing and small changes are made every week up to the week of the event. (o) If you have updates to your slides, please give your updated slides
  - to the AV Tech on a USB Thumb Drive. You must bring your presentation slides to the conference on two duplicate USB Thumb Drives, if you have not already uploaded the latest copy of your slide deck presentation to CMFs Dropbox by October 1st, 20--. Thank you! SPAM/JUNK FOLDERS/LARGE FILES SENT VIA EMAIL. CMF does not/will not be checking/updating our emails looking for updated versions of your slide deck after October 1st, 20--. Therefore, if you email CMF after October 1, 20-- and expect our team to have your

- (q) WE RECOMMEND YOU DO NOT USE VIDEO IN YOUR SLIDES. We strongly recommend you arrive early and attend the entire conference as your voice, your role, expertise and participation provide you with "COMPLIMENTARY ALL-ACCESS" to the entire event.
- (r) YOUR TIME SLOT MAY MOVE, PLEASE PLAN ACCORDINGLY. Please note, your time slot may change so we recommend you check the FINAL PROGRAM often and early here:

# https://www.conciergemedicinetoday.net/liveevents.

- Arrive 10-Mins Before Your Session (s)
- ARRIVE TO THE CONFERENCE CENTER EARLIER IN THE DAY. (t)
- ARRIVE TO YOUR ROOM/LECTERN ABOUT 10-MINUTES BEFORE THE SCHEDULE SAYS. We recommend you go to your session room at least 10 minutes prior to the start time to meet the AV Technician. Please familiarize yourself with the room, the AV setup and remote to advance or reverse your slides.
- (v) PATIENCE FOR PREVIOUS PRESENTER & START ON-TIME. Sit at the front so you can move to the lectern after the Session Chair introduces you. Please be patient if they are taking questions. If Q&A near the lap top is taking place, please ask a member of our AV Team or Guest Services/Registration Team to ask the last presenter to take their Q&As to the Hall/Foyer/Lobby area. Our team is happy to help you and the entire program stay on-time.
- (w) Images Used & Copyright Law

Please ensure you have permission to use any images, music or content within your presentation. If you do not have copyright permission, your presentation will not be able to be used or published. Do not include under any circumstances any images copied from the internet. Getty Images and other image agencies crawl the internet looking for images that have been copied without the appropriate licenses and you understand that you will be 100% responsible for any infringement penalties, fines, fees or legal expenses resulting in the use of such content within your presentation. Presenter/Speaker agrees, releases Concierge Medicine Today, LLC., and understands that you are solely responsible for any copyright infringement fines, fees, legal expenses and/or penalties that arise as a result of images, music, video or other related or indirectly content, representations and/or claims of copyright that arise as a result of the use of or presentation publicly at this public event should you incorporate images, music, video and/or other content or illustrations that you do not hold appropriate licenses of or are allowed to use within your presentation(s). If you are going to use copyrighted material for which you do not believe the fair use doctrine applies, you must obtain written permission from the respective copyright owners for its use or adaptation in your presentation. Cartoons, images from movies or television programs, magazine articles, etc., all require written permission to use. Please include appropriate citations of all third-party materials. At minimum, your citation should include the name of the author(s), book or journal title, year of publication, journal number (if appropriate), and page number

# POST CONFERENCE INFORMATION.

- (a) SLIDE DECKS ACCESSIBLE NOV. 1st, 20-- IN OUR APP. All live and pre-recorded presentations will be available to participants after the event unless you advise otherwise. By participating as a Speaker. you consent, release CMT from all liability, renumeration, claims and damages and agree that your presentation is free from any binding agreements and release them to the public using our app, now and in the future. Any additional files authors choose to share will also be available to view during and after their presentation. Access to the online platform is restricted to conference participants only and cannot be found by search engines.
- (b) SPEAKER PARTICIPATION DETAILS, WAIVERS, RELEASES & YOUR BADGE/CHECK-IN & ALL-ACCESS PASS: Concierge Medicine Today LLC., provides each Speaker with one "All-Access" Complimentary Pass to attend any and all CMF Sessions and provides full access to the Exhibitor Floor, First and foremost, CMF conference educational programs are learning experiences first, and as such, limited non-commercial content and delivery is expected by all Speakers. Please refrain from overt statements, harsh language, or pointed humor that disparages the rightful dignity and social equity of

any individual or group. CMT continues to seek and provide a balanced welcome to use. Restrooms will also have soap for washing your hands. slate of speakers with a diversity of backgrounds, viewpoints, and organizational affiliations. Most speakers will be limited to one (c) education session, except for repeated sessions. Speakers may also serve on a panel in addition to delivering one education session. Exceptions are at CMT's discretion. By sharing your expertise, you make a valuable contribution to the profession's field of knowledge and to the individual learning of our participants. By presenting your topic, participating, attending and representing your presentation, you consent, agree to, represent and affirm that you have the legal right to do so and that the submission of such content will not violate any third party's privacy rights, publicity rights, contract rights, copyrights, or other proprietary rights. Additionally, you also agree to the following terms and conditions and accept them as part of this Speaker Agreement, which may be updated by CMT at any time without notice. which include but are not limited to: Webinar and Podcast Speaker Agreement; Conference Participant Terms and Conditions; and Privacy Policy. as outlined by Concierge Medicine Today, LLC. Additionally, delivering an education session in this Forum (hosted by Concierge Medicine Today, LLC) is done on a voluntary, unpaid basis. Speaker's individual travel and living expenses are at his/her own expense. SAFETY & SPACE PLANNING.

- a little different the past couple of years for all event planners and conferences. However, our facility planners are encouraged by our States reports and plan to have certain precautions available (eg. Masks upon request, extra soap, etc.) and normal capacity is planned for the facilities events this fall. With multiple and professional voices contributing to the intimate details of our conference each year, seating, social distancing, wearing a mask [at your own discretion] and additional safety measures such as extra hand soap in the restrooms and hand sanitizer available at Registration/located within the Foyer ... we are excited that we're all coming together again. Things should look like a normal capacity sized conference this year. Additionally, preregistered attendees, sponsors, exhibitors & speakers are enthusiastic about coming together with you and learning about this space in healthcare and look forward to meeting you!
- (b) Our final Conference floorplan will not be released until the morning of the conference, but regular updated will be posted and not change too much from what is updated here. As per our policy, it is solely up to our facility with CMT event planners to determine the occupancy, capacity, floorplan layout, etc., with our facilities/conference center team. Please understand our facility team, space planners and event organizers may change the room layout at their discretion for the occupancy and traffic flow of the room as necessary at any time. We reserve the right to adjust seating, timing, make minor adjustments to the floorplan and/or schedule to ensure exhibitor flow and traffic is maximized and speaker/sponsors/guests and attendees are moved from one room to another comfortably. Our current sample floorplan with "some" social distancing put into place may be found at https://www.conciergemedicinetoday.net/fags-cmt-events
- (c) Safety is important to everyone. We encourage you to take any & all personal precautions you deem necessary to keep yourself and others safe. If you want to wear a mask, that's okay with us. Please take care of yourself and understand that while participating in any event(s) held or sponsored by Concierge Medicine Today, LLC., ("CMT"), and consistent with CDC guidelines.

participants/attendees/speakers/exhibitors are encouraged to practice hand hygiene, not attend if you are sick, feel signs of being sick. practice "social distancing, as you individually feel comfortable doing," and are welcome to but not mandated to wear face coverings to reduce the risks of exposure to COVID-19 and/or other viruses while at event(s). Because COVID-19 (and other variants and/or illnesses) are extremely contagious and COVID is spread mainly from person-toperson contact, CMT has put in place preventative measures to reduce the spread of COVID-19. If you require a mask, please let our Guest Services Team know at Registration and one will be provided to you. Additionally, there will be hand sanitizer available in certain places throughout the conference center which you and your team are

CMT cannot guarantee and accepts no risk or liability whatsoever for you and/or your teams safety at this event and asks that if your participants, team members, or others planning attendance not come if infected or think they have been with COVID-19 or other illness before the event. Additional policies, terms and conditions and more are attached, linked and provided in the attached PDF and below. Finally, any personal choices you make always have assumed risks and by participating/attending any event, including this one which you and your team have and are aware of, we (Concierge Medicine Today, LLC) and our representatives assume no liability whatsoever and you understand, release and assume all risk and consequences resulting in participating in this event and as such, we have outlined these terms within our T&Cs found here.

## HANDOUTS.

Handouts may be permitted by Speaker Applicant only upon written approval by CMT. Advertisements and sales materials are prohibited. CONFERENCE PRESENTATIONS.

Please bring your presentation on-site to the conference on two separate flash drives. CMT's conference facility will provide a laptop for Speaker Applicant to use in their scheduled room(s). If you use a Macintosh, please bring the proprietary adapter and your lap top that (a) We can and we will meet in-person and safely! Things have looked came with your computer for use with the LCD Projector. Or, more preferable, please save your presentation in a compatible Microsoft

## AUDIOVISUAL.

All session rooms will have a standard audiovisual set that includes an LCD or digital wall projector of some type, screen and a microphone. Any equipment needed beyond the standard set will be ordered at the speaker's expense and permitted only during your presentation. Speaker Applicant may not use purchased equipment to record other sessions. Additionally, any equipment must be free of aisles and walkways. CMT is not liable for any aisle or walkway injuries that occur with the use of your own personal or rented equipment, CMT is not liable for any technical failures, recording glitches, electrical or presentation compatibility or technical malfunctions that arise whatsoever.

Each breakout session room (or the General Session stage) will be equipped with a data projector, laptop and slide advance remote. Your slides will be pre-loaded onto the laptop in the room by a member of our facilities or AV Team.

Updated! Should you have the latest version of your slides that you've recently made edits to, we ask you either upload them to our CMFs Dropbox immediately or bring them on two, duplicate USB Thumb Drives to insert into our AV system.

We will provide your room/session with a lap top and microphone (if needed). Our devices/lan tops in the rooms use Microsoft Windows. We recommend you enable your presentation to be compatible with PowerPoint/Windows

A/V. If you need assistance with the lap top, AV, sound, please ask our AV Team or Guest Services/Registration Team Member. A/V TROUBLE SHOOTING. A technician will be in and out of your session room to assist you and/or trouble shoot technical issues in the unlikely event these arise. We ask for your patience.

# PROGRAM SUPPORT.

CONCIERGE MEDICINE TODAY, LLC., will assign a CMT representative to help Speaker understand the participation and/or session and timing guidelines of the schedule at the CMT event/Conference related to the desired speaking topic you indicated on your Speaker Application or conversation with a CMT representative related to your CMT session, talk, round table, panelist participation at the upcoming CMT Conference, webinar, podcast or other CMT "Activity."

# POSITIONING OF SPEAKER.

Concierge Medicine Today, LLC. and/or its Representatives shall have full positioning latitude on all speakers/topics/subject matter/advertisements/sponsorship and speaker content (eg files, topic, content, images, digital content, subject matter, concepts, etc) and may or may not use it, promote it, post it, move it, display it at its discretion

in digital and physical form. NOTE: CMT has full authority, rights, discretion and can and may move speakers time slot,

remove/modify/reject speaker sessions, posts from Speaker and or affiliated speaking slot for any reason without notice and without liability material, and (3) neither the presentation or presentation material nor or recourse. CMT also reserves the right to remove a speaker and or a speaker whom is affiliated with a Sponsor without notice should blatant disregard for our stated CMT Code of Conduct, quality, content, SPAM or other posts, behavior, comments, graphics, links, content, slander, defamation, tortious interference, etc., be suspect or found or claimed. CODE OF CONDUCT.

Be supportive. Encourage and support your fellow members. No one here is looking for your criticism, cynicism, advice, or judgement. (We can get those things on the rest of the Internet).

Share generously. Your stories and experiences may be exactly what another member needs to hear today to solve a problem or seize an opportunity

Be constructive. We're here to push each other forward and lift each other up. Find ways to help each other think bigger, reframe challenges, and stay curious.

Don't spam, promote, or troll. This community exists to help you learn. Give more than you take to this group. Self-promotion, spam and irrelevant links aren't allowed. It's not a place to spam, promote your services, or bully anyone else.

This participation in this Conference, presentation of material(s) and/or your delivery of any information do not constitute the rendering of, practice of or service of any medical, nursing or other professional health care advice, diagnosis, drug, test, product, service and/or treatment. You understand and agree that audience participants at this event or watching or listening to any replay of this recording or live presentation, should always talk to their health care provider for diagnosis and treatment, including their specific medical needs. You further consent and agree that none of the physicians, products or services offered, mentioned, interviewed and/or listed through this CMT Conference, discussions had with any company and/or individual and/or other Concierge Medicine Today, LLC., books, podcasts, articles, courses, webinars, and the like, represents or warrants that any particular company, physician, business, medical practice, service and/or product is safe, appropriate or effective for you or your audience. You understand and agree that CMT advises all participants and Speakers to always yet the information they hear or learn at this Conference with a curious and cautious minds eye and to agree that audience participants should seek the advice of a physician and/or other qualified health care provider with any questions regarding personal health or medical conditions or related to the information you've presented.

You understand and agree that if you have or suspect that you have a medical problem or condition while at this event, please contact a qualified health care professional immediately and you release and hold forever harmless CMT and it's staff, officers, and respective representatives harmless from any damages or claims you made or deem to have discovered at this activity and/or conference. If you are in the United States and are experiencing a medical emergency, please call 911 or call for emergency medical help on the nearest telephone

# INTELLECTUAL PROPERTY.

Speaker Applicant understands that he/she must acknowledge the source of third party presentation material used in his/her speech, presentation, workshop or seminar by giving credit to the author of the material. If Speaker's presentation includes copyrighted material created and/or owned by a third party, Speaker understands that he/she must acknowledge through footnotes and/or verbal reference that the cited material is not his/her own. Speaker understands that violating these practices constitutes plagiarism and copyright infringement and could result in his/her not being invited to speak at future CMT events and possible legal liability. Speaker represents and warrants that:

Speaker is the owner of all presented content, proprietary rights, including any copyrights the presentation and presentation materials and the presentation and presentation materials have not been and will

not be copied in whole or in part from any other work; Speaker has obtained all required permission or copyright clearances necessary for the use of any third-party material in the presentation and presentation its use will infringe upon or violate any rights of any third party. OWNERSHIP.

Speaker will be owner of all session, presentation content presented by Speaker. CMT will be the owner of the images, recordings, both audio and video, and recorded content of that presented content and Speaker grants CONCIERGE MEDICINE TODAY, LLC., a full, nonexclusive license to use such content to promote, sell and/or market the conference, event, "Activity" Webinars or use in CMT Podcasts. CONCIERGE MEDICINE TODAY, LLC., may redistribute and/or repurpose the Webinar(s)/Podcast(s) content without prior approval, royalties or renumeration from Speaker or their affiliated company, business, or other affiliation or heir(s).

#### CONTENT LIABILITY.

Sponsor and/or Speaker is solely responsible for any liability arising out Speaker will NOT be issued a travel stipend. Speaker is responsible for of or relating to Sponsor and/or Speaker's Content in the Webinar(s)/Podcast(s), and/or any material to which users can link through the Content.

Speaker is liable for any and all copyright and or trademark claims. infringements or legal claims or suits that may arise as a result of using material that was deemed to have violated or infringe upon an owners copyright or trademark. Speaker holds harmless and indemnifies CMT, it's affiliated companies, respective representatives, directors, officers and/or agents from all costs and legal claims.

by Speaker at the CMT Event except for materials specifically created solely for CONCIERGE MEDICINE TODAY, LLC 's use or materials incorporating CONCIERGE MEDICINE TODAY, LLC 's intellectual property.

To the extent the Speaker provides their intellectual property to CONCIERGE MEDICINE TODAY, LLC for use in the Event, Speaker Applicant grants CONCIERGE MEDICINE TODAY, LLC a nonexclusive. worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event.

# NON-DISCRIMINATORY PRESENTATION GUIDELINES.

CONCIERGE MEDICINE TODAY, LLC prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. CONCIERGE MEDICINE TODAY, LLC expects that the Speaker shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting ORGANIZATION business or participating in CONCIERGE MEDICINE TODAY, LLC events or activities

Speakers must refrain from overt statements or offensive humor, which would disparage the dignity of any individual or group. Following are some non-discriminatory presentation guidelines:

(a) Use non-discriminatory words in verbal and written communications

Review your material and substitute asexual words such as sales representative or sales person instead of salesman. Refrain from using labels (e.g., referring to women as "girls"). Eliminate sexist language in your handouts (i.e. replace masculine pronouns with he or she, or reword sentences or phrases).

(b) If you encourage audience participation, acknowledge and give equal opportunity for contribution.

Avoid discriminatory jokes (e.g., belittling a person's sex, race, or age, or perpetuating a stereotype).

Introduce panel members in a non-sexist manner. Ask panelists how they wish to be presented. Avoid references to personal/physical attributes. Acknowledge professional positions, skills and contributions to the industry. Be consistent in the use of names and titles, giving the "Dr. Mary Jones, Vice President of ABC Presentations, and Dr. John

Smith, Sales Manager of Smith & Associates, will join us today," Avoid visual aids that show people in stereotypical roles. Regardless of sex, race, age groups, etc., present individuals without bias (c) Failure to comply with this agreement and/or to adhere to the deadlines could result in your being removed from the schedule. Failure to comply with this agreement and/or to adhere to the deadlines could result in your being removed

from the schedule. By participating in the application process, you certify that you are agreeing to all of the items outlined in this agreement. A linked copy of this agreement will be made available as well during the application process.

#### COMPENSATION AND EXPENSES.

This conference supports the operations of the industry trade publication throughout the year to help support this space. CMF does not provide an honorarium or reimburse speakers for travel or other expenses. Speaker is 100% responsible for all costs and expenses. associated with participating in any capacity at this Conference/events. all of their travel and lodging arrangements to and from the CMT event(s). CMT does not reimburse, nor cover expenses related to your travel, hotel, or any other transportation or incidental expenses incurred by the Speaker while participating in any CMT Conference. As a Speaker benefit. Speakers are invited to and welcome to attend ALL public Conference breakouts/sessions, exhibit hall, panel discussions and one pre-conference workshop for free/at no added registration cost. Concierge Medicine Today, LLC., is the industry trade publication and host of the industry's annual medical education conference. The Speaker shall own the copyright in all materials provided for, or created Concierge Medicine Forum (CMF), provides medical education teaching, instructional workshops and industry education experiences for Physicians and healthcare professionals in attendance at this live conference. Our educational and conference activities showcase the industry's subscription-based healthcare delivery models and support networking and connections within the healthcare community at-large. **DELAYS & SCHEDULING DIFFICULTIES.** 

> It is fully expected that you will appear in-person at this event, as advertised in professional attire with your presentation. If unforeseen emergencies force you to withdraw, it would be greatly appreciated for you to please assist in recruiting a replacement, preferably someone who could speak on your behalf on the topic you were to discuss. If you anticipate difficulty or experience illness or emergency, please feel free to get in touch with us at 770-455-1650 ext 151 or email editor@conciergemedicinetoday.org. Thank you! MEALS.

CMT will provide one lunch on Friday/or the first day of the 2-day conference; and a continental breakfast on Saturday/or the last day of the conference. Plus coffee, water, and snacks will be available throughout the 2-day conference

# FOOD ALLERGY NOTICE.

I release and waive any and all rights to claims, damages, losses and expenses as a result of, or arising from, my participation. Please Be Advised That Food Prepared Here May Contain These Ingredients: Milk, Eggs, Wheat, Soybean, Peanuts, Tree Nuts, Fish, Dairy Products, and Shellfish, All Speakers/Guests/Attendees Are Welcome To Bring/Order In Outside Food At Your Own Cost To The Facility For Your Own Individual Consumption/Dietary Needs. Please Do Not Share Outside Food With Others. Our Venue/Facility Does Allow Individual Meals To Be Brought In For Individual Consumption, But Are Not To Be Shared. Thank you.

CMT, its affiliated companies, respective representatives, employees, contractors, sub-contractors, and any and all officers and/or directors are not liable or responsible for allergic reactions, medical needs, special dietary requirements, the need for medical attention and the like associated with any food or beverage served or provided at the event or Venue. Person(s) participating in the Conference, including Speakers, are liable and 100% responsible for their own dietary needs and accept full responsibility for their safety, reaction(s) and needs and release and hold harmless CMT, and its affiliated companies, respective same type of information and level of formality for each. As an example: representatives, employees, contractors, sub-contractors, and any and

all officers and/or employees from all liability associated with medical reactions, dietary needs and allergic reactions.

A limited number of meals may be available for those with dietary restrictions, however please be advised these are on a first come, first served basis and no guarantee of their availability is made by CMT, catering staff, or facilities.

## PRESENTATION EXPECTATIONS.

For those Speakers and/or individuals presenting at a CMT Conference, you agree to work with a CMT representative who will be your primary point of contact for keeping you on track with deadlines and requirements. They will also offer feedback on your presentation and serve to introduce you at the Conference. You agree to author a presentation and represent that you own all rights in the presentation o that the content is in the public domain, free of all claims, liens and encumbrances and have full power to execute this Agreement. You agree that there is nothing restricting or prohibiting you to share the information you are planning and will present. You agree to obtain any permission or clearance required for the content of your presentation at the Conference by your employer, the owner of the presentation content or any other necessary organization or individual prior to submitting the presentation to Concierge Medicine Today, LLC event attendees. If your presentation is a work-for-hire presentation or is based on your work with another company, Sponsor, etc., you agree that you are the sole author(s) and the owner of the presentation content (the company cited in the presentation) has granted written permission for this content to be presented and distributed at the Concierge Medicine Forum and/or other Concierge Medicine Today, LLC specified event. You represent that the presentation does not infringe the statutory copyright or common law literary rights of others or violate the rights of privacy or libel other persons or otherwise violate any other intellectual property rights. If the presentation contains copyrighted material owned by a third party, you agree to obtain written permission from the copyright owner to use the copyrighted material in the presentation. Written permission must be shared with Concierge Medicine Today, LLC no later than 8-12 weeks prior to the education event. You, the company/organization, or you are sub-contracted through or companies or entities you represent all knowingly and willingly consent and agree to indemnify and hold harmless Concierge Medicine Today, LLC, its licensees, representatives, affiliated brands, affiliated companies, assignees and contractors in any action arising out of facts which constitute a breach of the aforementioned representations and warranties and hold them harmless for any and all third-party claims, damages, liabilities, costs, charges and expenses including reasonable attorneys' fees arising out of any breach of the aforementioned representations and warranties or relating to the content of the presentation. This clause does not apply to the United States of America, and officers, employees, agents and other personnel to the extent the preceding terms and conditions are prohibited by Federal law

You grant Concierge Medicine Today, LLC., the rights to include your presentation content in the conference proceedings in hardcopy and/or electronic format. A copy of your slide presentation (or other presentation program) must be made available for download by registered Conference participants both prior to and after the Conference. Concierge Medicine Today, LLC., may also allow its members to access your presentation indefinitely via digital recording and/or audio or slide deck presentations. Your session may be recorded and made available to Conference participants, Concierge Medicine Today, LLC., attendees, readers members or the general public either at additional cost or for a fee of which you agree, and your employer and/or company affiliation consent to is not entitled to any royalties. Concierge Medicine Today, LLC., can add your name, topic and short biography to the Concierge Medicine Today, LLC., "Concierge Medicine Forum" and related Concierge Medicine Today, LLC., brand owned website(s) for any marketing materials. Concierge Medicine Today, LLC., may use any recordings, photographs. statements and/or portions of your presentation for advertising and marketing purposes of future Conferences. You agree that you presentation will not disparage any other methodologies or bodies of

work and will conduct yourself in a professional, ethical fashion. You agree to ensure that your education session is a Sales-Free Zone. Unless specifically designated, Concierge Medicine Today, LLC., programs are non-commercial forums. Under no circumstances shall any Concierge Medicine Today, LLC "Concierge Medicine Forum" event be a speaking platform to be used as a place for direct promotion of a speaker's product, service or monetary self-interest. Selling from the podium is defined as: Making a sales transaction; Handing out price lists; Discounting others' views, models, or products in the session; Including company literature in speaker handouts and/or distributing company materials or products. Speaker is required to make appropriate disclosures before presenting content.

# NOTICE, WAIVER, CONSENT TO RECORD, PHOTO & VIDEO RELEASE.

Speaker and/or Speaker Applicant and/or invited Sponsored Speaker, grants CONCIERGE MEDICINE TODAY, LLC and its agents, licensees, members, and employees a royalty-free, perpetual license to publish, invent, reproduce or otherwise use the Speaker's name, picture, likeness, comments, recordings, video or audio, for any lawful purpose in all media in connection with the Event or CMT product or service invented.

For the right to speak at the CMT Concierge Medicine Forum and for other good and valuable consideration, receipt of which I acknowledge, I hereby irrevocably grant to CMT, its assigns, licensees, and successors the right to photograph, publish, record, broadcast, exhibit, digitize, display, copyright, license, transfer, reproduce, translate, modify, edit, or otherwise use perpetually throughout the world, in all media now and hereafter known or devised, in whole or in part, my image, likeness, name, biographical information, actions, performance, voice, conversations, and material spoken or otherwise provided by me to CMT in connection with the CMT Concierge Medicine Forum delivered by me DATE(S) for educational, promotional, or other purposes that support CMT's mission. I hereby release CMT, its officers, trustees, employees, agents, licensees, successors, and assigns from any and all liability for damages for libel, slander, invasion of privacy, copyright infringement, or any other claims based on the publication, exhibition, display, copyright, license, transfer, reproduction, editing, disposition, or other use of the materials. Speaker is knowingly and voluntarily taking part in the activities for which their image is being captured and understands the associated requirements:

I release and waive any and all rights to claims, damages, losses and expenses as a result of, or arising from, my participation; Speaker Applicant releases and waives any and all claims, damages, losses and expenses as a result of, or arising from, their participation; To the best of Speaker Applicant's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate:

Speaker has obtained all necessary licenses and permissions for any third party intellectual property including, but not limited to, music, video or other media shown as part of the Speaker's presentation; Speaker shall conduct themselves in a professional and civil manner and in accordance with the CONCIERGE MEDICINE TODAY, LLC Code of Conduct:

Onference, session, event, interview and/or session I have not the rights of any third parties, including but not limited to copyri rights of privacy, trade secrets, and non-disclosure agreements that in the event of any breach of any of these warranties, that I defend and hold CMT together with all principals, shareholders, of Conduct:

Speaker agrees that no portion of the resulting media created at the Event, containing Speaker's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.

Furthermore, Speaker understands and consents that when he/she enters a Concierge Medicine Today (CMT) event, Activity (virtual or inperson), conference, session, room, general break areas, lobby, breakout session, Venue property both inside hallways and outside on Venue grounds/campus, including but not limited to cocktail receptions, parties, lunch buffet, etc., Speaker understands they are entering a public area where photography, audio, and video recording may occur. By entering the Venue, campus grounds, event premises, wherever the CMT Conference is hosted, you consent and agree to interview(s),

photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites. social media, or any other purpose by CMT and its affiliated companies, respective representatives, employees, contractors, sub-contractors, and any and all officers and/or employees. Images, photos, audio recordings and/or videos, muted or with audio, may be used to promote similar CMT events and/or Conferences, both virtual and live/in-person events or conferences, in the future, and may highlight the event and exhibit the capabilities of CMT. You release CMT, its officers, agents. affiliated companies and respective employees, contractors, subcontractors, any and all persons involved with the CMT Conference or event from any liability, renumeration, claims, suits, legal claims, copyright or trademark infringement issues, etc., connected with the taking, recording, digitizing, reproduction or publication and or use and future use of interviews, photographs, computer images, video and/or or sound recordings.

I hereby grant to Concierge Medicine Today, LLC., their subsidiaries, affiliated companies, agents, representatives, officers, directors, successors, and assigns the right and permission to record, reproduce, reuse, use, publish, stream live, offer for sale, or otherwise distribute any photo, likeness, image, edited or unedited, audio or video interview and/or session with me, the Speaker. Such right and permission also includes, but is not limited to, my name, recorded voice or video, photograph or likeness, biographical information, degree, company name, handouts or any material based upon or derived therefrom. I understand that CMT and it's affiliated companies and brands may, at its sole discretion, produce presentations, soundbites, courses, classes, or publications based in whole or in part upon audio interview (or any portions thereof) and/or a video or audio recordings or photographs of said interview, and that such media or transcripts may appear in print, online, or in any manner or media, including but not limited to promoting CMT, their podcast(s), webinar(s), or streaming audio program(s). CMT shall have the authority and right to edit and/or transcribe your session and/or interview. I understand I have no right of approval, no claim for compensation, and no claim (including, without limitation, all claims based upon defamation) arising out of or in connection with, any use, alteration, or use in any composite form hereunder. I hereby release and discharge CMT, and its affiliated companies, respective representatives, employees, contractors, subcontractors, and any and all officers and/or employees, together with all principals, shareholders, officers, employees, agents, successors, brands, heirs, assigns and affiliates from any and all liability arising out of or in connection with the Conference, participating in the program, attending any CMT event, attendance at the Venue, the session, the making, producing, reproducing, processing, exhibiting, selling, distributing, publishing, transmitting by any means or otherwise using the above mentioned production. I hereby warrant and represent that I have the right to enter into this agreement and to grant the rights granted to CMT herein. I agree that during the course of the Conference, session, event, interview and/or session I have not violated the rights of any third parties, including but not limited to copyrights, rights of privacy, trade secrets, and non-disclosure agreements, and that in the event of any breach of any of these warranties, that I will officers, employees, agents, successors, brands, heirs, assigns and affiliates harmless against any such claims. This release shall be binding upon me and my heirs, legal representatives, and assigns. If the foregoing terms are satisfactory, please complete your request for interview as consent of this Agreement and our host/program coordinator will be in touch with you shortly. Execution of this Agreement does not obligate Concierge Medicine Today or its affiliated companies, respective representatives, employees, contractors, subcontractors, and any and all officers and/or employees to broadcast or publish your session or other materials should its principals. shareholders, officers, employees, agents, successors, brands, heirs, assigns and affiliates feel it is no longer necessary to air or broadcast. By participating, you also agree to and consent to recording/rebroadcasting in live, webinar and/or audio format(s). By

Venue, a CMT Conference, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition. streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording or future rendering of content or editing of likeness taken by CMT or the person or entity designated to do so by CMT. Additionally, by participating as a Speaker, attending, or purchasing a ticket [or otherwise accompanying/entering or being in the vicinity of the Venue where the CMT Conference is being held] you have been fully informed of your consent, waiver of liability, and release before entering the event. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT, LAM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I AGREE TO IT OF MY OWN FREE WILL

#### CMT'S DOCPRENEUR LEADERSHIP PODCAST WEBINAR RECORDING(S) AND PODCAST GUEST-SPEAKER TERMS AND CONDITIONS.

I hereby grant to Concierge Medicine Today, LLC., (which also includes but is not limited to our books, affiliated brands, conference, activities, events, webinars, programs, publications, service marks and the like: The DocPreneur Leadership Podcast; CMT's FOR Doctors Forum; Concierge Medicine Forum; The DPC Journal) their subsidiaries, affiliates, agents, representatives, successors, and assigns the right and permission to record, use, publish, stream live, offer for sale, or otherwise distribute any audio or video interview and/or session with me. Such right and permission includes, but is not limited to, my name, recorded voice or video, photograph or likeness, biographical information, handouts or any material based upon or derived therefrom I understand that The DocPreneur Leadership Podcast may, at its sole discretion, produce presentations, soundbites, courses, classes, or publications based in whole or in part upon audio interview (or any portions thereof) and/or a video or audio recordings or photographs of said interview, and that such media or transcripts may appear in print, online, or in any manner or media, including but not limited to promoting the podcast or streaming audio program. The DocPreneur Leadership Podcast shall have the right to edit and/or transcribe your session and/or interview. I have no right of approval, no claim for compensation, and no claim (including, without limitation, claims based upon defamation) arising out of or in connection with, any use, alteration, or use in any composite form hereunder. I hereby release and discharge The DocPreneur Leadership Podcast together with all principals, shareholders, officers, employees, agents, successors, brands, heirs, assigns and affiliates from any and all liability arising out of or in connection with the program, the session, the making, producing, reproducing, processing, exhibiting, selling, distributing, publishing, transmitting by any means or otherwise using the above mentioned production. Speaker and/or Speaker Applicant and/or invited Sponsored Speaker, grants CONCIERGE MEDICINE TODAY, LLC and its agents, licensees, members, and employees a royalty-free. perpetual license to publish, invent, reproduce or otherwise use the Speaker's name, picture, likeness, comments, recordings, video or audio, for any lawful purpose in all media in connection with the Event or CMT product or service invented. I hereby warrant and represent that I have the right to enter into this agreement and to grant the rights granted to The DocPreneur Leadership Podcast herein. Lagree that during the course of the interview and/or session I have not violated the rights of any third parties, including but not limited to copyrights, rights of privacy, trade secrets, and non-disclosure agreements, and that in the event of any breach of any of these warranties, that I will defend and hold The DocPreneur Leadership Podcast together with all principals, shareholders, officers, employees, agents, successors, brands, heirs, assigns and affiliates harmless against any such claims. This release shall be binding upon me and my heirs, legal representatives, and assigns. If the foregoing terms are satisfactory, please complete your request for interview as consent of this

participating in any CMT Conference, event, live or virtual, entering the Agreement and our host/program coordinator will be in touch with you shortly. Execution of this Agreement does not obligate Concierge Medicine Today or The DocPreneur Leadership Podcast to broadcast or publish your session or other materials should its principals. shareholders, officers, employees, agents, successors, brands, heirs, assigns and affiliates feel it is no longer necessary to air or broadcast. By continuing to schedule and subsequently scheduling your interview, you agree to and consent to the above interview terms and conditions in webinar and/or audio format. Thank you.

# CONSENT FORM, RISK WAIVER, ACKNOWLEDGEMENTS AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR ATTENDING THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared for participation in the activity or event, and have not been advised to not participate by contact, CMT has put in place preventative measures to reduce the a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event, Lacknowledge that this Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of me wanting to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Concierge Medicine Today (CMT) their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; Furthermore, I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE Concierge Medicine Today (CMT) the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I furthermore acknowledge that CMT and their employees, contract workers, volunteers, directors, officers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of CMT. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. By participating, registering, speaking, sponsoring, and/or attending and being in or outside the building near the event, etc., you are acknowledging that an observing, being in or at the Venue, or volunteering or being paid to be inherent risk of exposure to COVID-19 or other health risk(s) exists in any public place where people are present. By attending the CMT FORUM you and any guests voluntarily assume all risks related to exposure to COVID-19 and any other health risk(s) and agree not to hold Concierge Medicine Today, LLC., or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury. If you do not feel well or are experiencing any symptoms of COVID-19, please do not attend. Upon entering the event venue, attendees may be asked to scan a QR code that will take them to a questionnaire to mark their attendance, answer screening questions, and have their temperatures taken. Temperatures may be

taken by a masked volunteer or employee or representative. If an in-

person event attendee has a temperature of 100.4 or greater they will NOT be permitted in the event venue.

By Speaking, registering or attending, participating or sponsoring at a CMT Event, it is inherently applied that you have read, understand and all parties in your group, organization, company, practice, party, etc., agree to our COVID-19 Safety Acknowledgment Liability Waiver and Release of Claims Terms & Conditions As Outlined Below: I UNDERSTAND THAT EACH INDIVIDUAL IN MY PARTY, ORGANIZATION, COMPANY, ETC., MUST ABIDE BY AND IS UNDER THE SAME AGREEMENT AS OUTLINED HERE. Entry May Not Be Permitted Until Confirmation of Acceptance of Terms Is Received & Shown/Verified By Our Guest Services Team at the Registration Table. Thank you for your understanding and patience. While participating in events held or sponsored by Concierge Medicine Today, LLC., ("CMT"), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person spread of COVID-19. However, CMT cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in CMT events and/or other face to face fundraising activities

# ASSUMPTION OF THE RISK.

I release and waive any and all rights to claims, damages, losses and expenses as a result of, or arising from, my participation. I acknowledge and understand the following: 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist: 2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and 3, I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

# MEDICAL ACKNOWLEDGMENT AND RELEASE.

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death, I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention

I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID. TREATMENT OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, sponsor, speaker, etc., Speaker recognizes that participation, involvement and/or attendance at any Concierge Medicine Today, LLC, event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By any of the following, including but not limited to participating, entering, attending, Speaking, presenting, at the Activity/Conference/event(s), You fully and completely acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Concierge Medicine Today, LLC. (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY

ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW confirmed prior to the commencement of the event. Concierge Medicine Today reserves the right to cancel any event it deems necessary and will not be responsible for airfare, hotel or any other expenses incurred by registrants. There will be multiple sanitation stations located throughout the venue. Please follow all social distancing guidelines including, remaining 6 ft, apart and refrain from shaking hands. "Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises," Seating may or may not be spaced out to comply with the social distancing guidelines. We ask you to please wear a mask out of respect for guests and team members. Masks will be provided for your use but are not mandatory.

# Acknowledgments (applies to virtual or physical events)

By participating in any capacity at this Conference/event, Speaking, presenting, attending, volunteering, and/or registering to attend this event or enter the Venue. I understand the hazards and risks of attending this event in-person and the risks of COVD-19 and other health ailments. I am familiar with the CDC guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the event in-person.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and my business, etc.) Concierge Medicine Today (CMT), their employees, representatives, speakers, etc., and their employees and the Forsyth Conference Center and their employees from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the event.

# COVID-19 SAFETY ACKNOWLEDGMENT — LIABILITY WAIVER AND RELEASE OF CLAIMS.

COVID-19 SAFETY INFORMATION: While participating in events held or sponsored by Concierge Medicine Today, LLC., ("CMT"), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, CMT has put in place preventative measures to reduce the spread of COVID-19 However CMT cannot guarantee that its participants, volunteers partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in CMT events and/or other face to face fundraising activities. By attending an CMT event, you certify that you do not fall into any of the following categories: 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; and 2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19: or 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment. DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath). I understand the guidelines which CMT has set in place, and I agree to uphold these guidelines to help keep myself and other attendees safe. If I choose not costs, arising out of a claim, third party claim, action, or proceeding, to uphold these guidelines, I understand that I could be asked to leave the event and will not receive a refund.

By registering, attending, participating, speaking, sponsoring, etc., I acknowledge fully the risk(s) I am taking and yes, I have read and fully understand the risks associated with attending in-person events. And, I agree to not hold CMT and its employees, representatives liable for any illness or harm that could arise from participating in this event inperson. I will will abide by all guidelines CMT has set in place. "Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the its employees, respective agents, representatives, contractors, subpremises.

## LIABILITY WAIVER AND RELEASE OF CLAIMS.

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with CMT, and I willingly engage in CMT events and/or other activities (the "Activity"), Furthermore, I release and waive any and all rights to claims, damages, losses and expenses as a result of, or arising from, my participation.

## TERMINATION and/or CANCELLATION

Speaker agrees to notify Concierge Medicine Today, LLC.,'s program managers immediately in the event that an emergency should prevent him/her from meeting his/her obligation as a Speaker, participant and/or session panelist..lf unforeseen emergencies force you to withdraw, it would be greatly appreciated for you to please assist in recruiting a replacement, preferably someone who could speak on your behalf on the topic you were to discuss. If you anticipate difficulty or experience illness or emergency, please feel free to get in touch with us at 770-455-1650 ext 151 or email

editor@conciergemedicinetoday.org. Any substitution of a new speaker shall require Concierge Medicine Today, LLC.,'s written consent and approval by Concierge Medicine Today, LLC.

# FORCE MAJEURE

None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control. including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes

# INDEMNIFICATION.

Speaker releases and waives any and all claims, damages, losses and expenses as a result of, or arising from, my participation, Speaker consents, agrees and understands that selection and participation as a Speaker is not considered an endorsement of you, your presentation, research, data, etc., and you release CMT, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a claim third party claim action or proceeding based directly or indirectly on anything Speaker warranties, presents or claims contained EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY or arising from or relating to Speaker's presentation, data, words. performance and/or participation under this Agreement. Speaker understands that any individual they meet, company, product or service learned about at a CMT Conference or event is not an endorsement of CMT to that individual, product, company, service, etc., and Speaker (and any guests, heirs, colleagues, successors etc.) shall indemnify, release, defend, and hold harmless CMT, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a claim, third party claim, action, or proceeding, based directly or indirectly on any individual interaction, company claim, product purchased by Speaker, company used, etc., herein or arising from or relating to and/or your participation under this Agreement. Speaker shall indemnify, release, defend, and hold harmless CMT, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and based directly or indirectly on any breach of Speaker's warranties

contained herein or arising from or relating to Speaker's performance and/or participation under this Agreement.

CMT shall indemnify, release, defend, and hold harmless the Speaker from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of CMT's warranties contained herein or arising from or relating to CMT's performance under this Agreement

Additionally, Speaker also agrees to indemnify and hold harmless CMT. contractors, officers, affiliated companies, directors, successors, heirs, conference participants, Conference/event sponsors (and each of their respective participants, agents, employees, officers, directors), the venue, landlord, conference/event attendees, from any, liabilities including but not limited to: a result of false advertising; sales or marketing claims; losses; injuries; use or purchase of a Sponsor, presenter, or exhibitor's product or service that resulted in damage or claims as a result of participation at a CMT Conference; a Conference participant's, sponsor or attendees advice or recommendation; any sponsor service/product, promise, guarantee, promotion, or claim(s); any causes of action: losses: damages: death: illness: business disruption(s): tortious interference: misconduct; fraud; financial loss; legal action; gross misconduct incident(s) that come as a result of attending or participation at a CMT Conference, session, workshop, reception, exhibit area, activity or event (including, without limitation, reasonable attorney's fees) asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct and negligent performance of, or negligent failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the CMT hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

# RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE CONCIERGE MEDICINE TODAY, LLC. AND ITS AFFILIATED PARTNERS, AFFILIATED COMPANIES, CONTRACTORS, SPEAKERS, VOLUNTEERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET HEIRS ASSIGNEES NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. **QUESTIONS & CONTACTS** 

Questions, call 770-455-1650 or email Concierge Medicine Today, LLC., Organizers at editor@conciergemedicinetoday.org