Terms & Conditions

Subject to the terms of the agreement set out on the Exhibitor/Sponsor/Advertiser Contract and these Terms and Conditions, Missouri Health Care Association (MHCA) agrees to make available to Exhibitors the agreed upon booth space for the event, conditional on the Exhibitor's continued fulfillment of all terms and conditions:

- You must be a member in good standing for the membership rate to be applied.
- Exhibitor must provide payment in full prior to being assigned a booth space. Please note if your booth space
 has not been paid in full by the deadline, your requested booth will not be held for your company and may not
 be available when payment is received.

2024 Diamond, Platinum, Gold, Silver, and Bronze Sponsors will take precedence and receive priority booth assignments. All other booth assignments will be made on a first come/first serve basis.

<u>Use of Space:</u> MHCA reserves the right, in its sole discretion, to decline or prohibit any exhibit, in whole or in part, Exhibitor or Exhibitor representative deemed unsuitable to the character of the exposition.

Indemnity and Limitation of Liability: Neither MHCA nor any venue hosting an MHCA event nor the venue's owner or management company nor any of its officers, agents, employees, servants or other representatives, shall be held liable, and they are hereby released from liability, for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The Exhibitor shall also indemnify, defend and hold harmless MHCA, any venue hosting an MHCA event and the venue's owner or management company from demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind of nature, including but not limited to, claims of damage or loss resulting from the breach of the Terms and Conditions, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act, whether by negligence or otherwise, on the part of the Exhibitor or any of its officers, agents, employees or other representatives.

<u>Cancellation, COVID-19 Protocols and Release:</u> This event is being planned in-person but MHCA reserves the right, in its sole discretion, to cancel or change the event if positive COVID-19 cases significantly increase or if there is an unforeseen increased risk to the event venue and/or attendees. MHCA will be following any COVID-19 procedures and protocols in place by the Branson Convention Center, Branson Hilton Hotels, Taney County Health Department, and the CDC (Precautions).

If any representative of Exhibitor is feeling ill, has COVID-19 symptoms, has tested positive for COVID-19 within 10 days of the event or is on a 14-day quarantine occurring over the dates of the event, he or she should not attend the conference.

In consideration for the Precautions taken by MHCA to reduce risk of possible exposure to COVID-19 and for participation in the event, Exhibitor, together with each of its officers, agents, employees, servants or other representatives (Releasors) hereby knowingly and voluntarily RELEASE AND FOREVER DISCHARGE MHCA and the venue's owner or management company together with the officers, directors, agents, employees, servants or representatives (Releasees) of and from any and all liability, claims, suits, actions, causes of action, crossclaims, counter-claims, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorney's fees, or liabilities of any nature whatsoever and demands of whatever kind or nature, either in law or in equity, for or because of any illness and injury Releasors might incur from unintended exposure to COVID-19 while any Releasor is at the event and because of any negligence or fault of Releasees arising directly or indirectly from the Precautions.

Removal of Exhibit: In the interest of public safety and continuity, no exhibit booth or display shall be dismantled or packed prior to the official closing time of the exhibition.

<u>Security:</u> Exhibitors are ultimately responsible for the security of their own exhibit areas and property. Any damage to the venue due to carelessness or negligence of an Exhibitor is the responsibility of the Exhibitor. The exhibit hall will be locked during non-show hours.

<u>Photo Release:</u> By exhibiting at and attending an MHCA event, all participants (including Exhibitors and their representatives) agree to have their picture or image used by MHCA. By exhibiting or attending, the participants (including Exhibitors and their representatives) understand and agree that MHCA shall have unlimited use of any pictures or images taken at this event pursuant to this agreement.

These Terms & Conditions are subject to change without notice.