



2024 Attendee Agreement

Western Arts Alliance (WAA) seeks to facilitate the highest quality Conference and to achieve that objective, has established Policies for the operation of the Conference.

All registrants are required to read and agree to these 2024 Conference Policies, which apply to every aspect of their participation. Registrants who are not in compliance with these policies and do not comply when asked to do so by WAA staff may, at WAA's sole discretion, have their credentials revoked and be removed from the 2024 Conference and potentially excluded from future Conferences.

CODE OF CONDUCT

Western Arts Alliance is committed to creating a safe conference experience for all participants.

The code of conduct applies to all conference programming that takes place in-person, on any online/virtual platforms, in all meetings set up through conference participation (either virtual or in-person), and any social media posts related to the conference.

This applies to all conference attendees—members, non-members and affiliated employees or associates. No form of harassing conduct will be tolerated, and participants must agree to the following:

- Always exhibit professional conduct while engaging in conference activities.
- Make a personal commitment to honesty and integrity.
- Conduct one's activities in good faith.
- Respect and do not breach confidences.
- Do not abuse one's professional privilege by seeking inappropriate benefits.
- Do not engage in activities where one has a real or perceived conflict of interest.
- Conduct business within the letter and spirit of all applicable laws and governmental and institutional regulations.
- Treat fellow members, attendees, and WAA staff with fairness, respect and dignity.
- Point out inappropriate behavior when it is witnessed.

Registrant acknowledges and agrees that WAA reserves the right to remove attendees from the in-person event if WAA determines that their presence or behavior create a disruption, or hinders the event, experience, or safety of the event for others.

Examples of behavior which will result in immediate dismissal, without refund, include:

- Racist, sexist, homophobic, ableist, transphobic, or religiously intolerant remarks.
- Any actions that are deemed to harm others such as verbal abuse and harassment.



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- Impersonating someone other than themselves by using log-in credentials that are not their own.

NAPAMA

WAA adheres to the ethical guidelines of the North American Performing Arts Managers and Agents (<https://www.napama.org/codeofethics/>) and expects all registrants to do the same.

LIMITATIONS ON USE

By registering for the WAA Conference, the attendee agrees not to sell, trade, transfer, or share their access credentials or promo code (if provided), unless such transfer is granted by WAA. If WAA determines that any attendee has violated this policy, WAA may revoke their access, retain any payments, and ban the attendee from future Events. Conference badges are the property of WAA and must be surrendered upon request.

ACCESSIBILITY

WAA provides, upon request, alternative formats, and services necessary for all individuals to participate in the programs and services provided by its Conference. Requests for services and accommodations should be given at the time of registration or submitted at least three weeks in advance of the Conference.

PAYMENT

Attendees must pay their registration fee(s) in full prior to participating in the Conference. Attendees are required to pay by credit card upon registration. A transaction fee may apply.

ATTENDEE REFUNDS

Requests for registration cancellations for the in-person conference in San Diego that are received in writing by Sunday, August 18th will be converted to an Online Pass (cost of \$195 for members and \$395 for nonmembers) and the remaining portion of the registration fee (registration fee less online pass fee) will be refunded with a 30% admin fee applied. All refunds will be processed post-conference.

No part of sponsorship and advertisement fees are refundable.



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REGISTRATION SUBSTITUTIONS

Written requests to transfer a registration within the same organization will be granted with a \$25 fee. All requests must be made by Sunday, August 18. Please email membership@westarts.org for assistance.

NON-LIABILITY + INDEMNITY

Registrant agrees that WAA, its associates, employees, board members, successors, licensees, and assigns, shall not be liable for any loss, damage, or other damages of any kind arising from acts or omissions of the Registrant. Registrant further understands and agrees that WAA does not guarantee attendance to any program or the success of any program.

Registrant further agrees to indemnify and hold Western Arts Alliance harmless from all costs, expenses (including attorneys' fees), and damages arising out of personal injury, death, property damage, infringement of third-party rights, including without limitation copyrights, or other damages of any kind resulting from Registrant's actions, conduct or participation.

LICENSING + PERMISSIONS

Registrant warrants that they are solely responsible for all necessary licenses and permissions to perform, promote, broadcast, transmit and/or display all elements of any performance, presentation and exhibit/sponsor display including without limitation elements protected by copyright, trademark, patent, rights of privacy, rights of publicity, trade secret and contract.

Registrant shall be solely responsible for obtaining all necessary permissions before taking and using any photographs, videos, audio recordings, or testimonials of any artist or other attendee. If a dispute arises due to Registrant's actions or alleged violation of another party's rights, Registrant understands and agrees that Registrant shall be solely responsible for resolving the dispute.

NON-ENDORSEMENT + INDEPENDENT CONTRACTOR

Registrant's involvement and participation in the Conference is done as an independent contractor, and Registrant is solely and exclusively responsible for Registrant's actions, performance(s) and exhibition(s). Registrant understands and agrees that participation in the Conference does not constitute endorsement by WAA.



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Should a 3rd party challenge Registrant's right to perform, broadcast or exhibit, Registrant shall be solely responsible for resolving that challenge prior to the scheduled performance(s) or exhibit(s) and shall provide WAA with written verification of that settlement. If verification is not provided or is insufficient in WAA's sole determination, the conference organizers may cancel the performance(s), broadcast(s) and exhibition(s) without refund.

INTERRUPTION + EVENT CANCELLATION

If events beyond the reasonable control of the parties cause the interruption or cancellation of the Conference, in part or in whole, WAA in its sole discretion will determine if any refunds in part or in whole will be made. WAA shall not be responsible for delays, damage, loss, increased cost, any loss of business, or other unfavorable conditions arising by virtue of causes not reasonably within the control of WAA.

EMAIL

Registrant agrees to use attendee contact information in a professional and respectful manner. This includes sorting and segmenting attendee lists to identify presenters/exhibitors that align with the Registrant's performance/performer needs before sending Conference meeting requests or promotional materials. Registrant further agrees to follow the guidelines set forth by the CAN-SPAM Act when sending email marketing. Read the Federal Trade Commission's CAN-SPAM Act: A Compliance Guide for Business for more information:

<https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>

PRIVACY POLICY

WAA owns and operates the event and is committed to protecting the privacy of its attendees. WAA's privacy policy is available at: <https://www.westarts.org/privacy-policy>.

STREAMING, PHOTOGRAPHY + RECORDING NOTICE

By participating in this event, you are automatically authorizing WAA the right and permission to record (video or audio) and photograph any session, event, or showcase you may attend. Further, you authorize WAA and its employees, agents, and assigns to use your photograph, voice, or other likeness for purposes related to the mission of WAA, including but not limited to publicity, marketing, websites, other electronic forms of media, and promotion of WAA and its various programs.



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Please also be aware that WAA may incorporate third-party streaming platforms for online sessions. For online sessions and webinars, individuals who do not want their identities to be captured are solely responsible for turning off their camera, muting their microphone, and/or adjusting their screen name accordingly. Participants may not capture or record any portion of an online session.