

TERMS AND CONDITIONS

PDX TECHCRAWL LLC (“PDX TechCrawl”) is excited to bring you the 2021 TechCrawl (the “TechCrawl”). In anticipation of the event, PDX TechCrawl has adopted this policy. This policy applies to all TechCrawl attendees and compliance with this policy is a condition to your attendance at the TechCrawl. Please read this policy carefully.

COVID-19 Vaccine Requirement

Based on the widespread availability of COVID-19 vaccines in PDX TechCrawl’s geographic region, we are implementing a mandatory vaccination policy for all attendees of the TechCrawl. This policy is based on requirements by the TechCrawl venue and guidance from the Centers for Disease Control and is designed to comply with the all applicable federal, state and local laws.

Vaccination Requirements

Consistent with the CDC’s guidance and other applicable public health guidance of the State of Oregon, to prevent the infection and spread of COVID-19, PDX TechCrawl requires that all attendees of The TechCrawl show proof of an FDA-approved COVID-19 vaccination as a condition to entry to the event venue. You may further be asked to show proof of an FDA-approved COVID-19 vaccination at any time while you are in attendance at The TechCrawl, and you agree to show proof of such vaccination if and when requested. You are solely responsible for scheduling and obtaining an FDA-approved COVID-19 vaccine at your cost and expense and PDX TechCrawl shall have no obligation or responsibility with respect thereto.

By requiring that all attendees of The TechCrawl to be vaccinated against COVID-19, PDX TechCrawl does not waive its right to adopt and/or enforce other COVID-19 prevention measures at the TechCrawl, such as, by way of illustration and not by way of limitation, requiring that attendees wear face masks, social distancing, and requiring that attendees have their temperature taken and otherwise agree to PDX TechCrawl’s health screening protocols prior to entering or while at the TechCrawl.

Compliance with this policy is mandatory. Prospective attendees who fail to comply with the requirements of this policy should not purchase tickets to the TechCrawl, and may be barred from entering the event venue or be removed from the event venue at any time. Because attendance to The TechCrawl is completely voluntary in nature, PDX TechCrawl does not offer accommodations or exemptions that would allow exceptions to this policy.

Other COVID-19 Requirements

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend the TechCrawl even if they have received a COVID-19 vaccination:

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;
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 a 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.

Attendees of TechCrawl must self-monitor for signs and symptoms of COVID-19 (as noted above, symptoms typically include fever, cough, and shortness of breath), and contact PDX TechCrawl at help@techcrawl.org if he/she experiences symptoms of COVID-19 within fourteen (14) days after attending TechCrawl.

TechCrawl cannot guarantee that TechCrawl attendees will not become infected with COVID-19 as a result of their attendance.

Release and Waiver; Assumption of Risk

EACH ATTENDEE HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST PDX TECHCRAWL LLC AND ITS AFFILIATES AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR RESPECTIVE 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 EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH THE ATTENDEE, HIS/HER HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON THE ATTENDEE’S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE ATTENDEE’S ATTENDANCE AT TECHCRAWL.

Each TechCrawl attendee acknowledges and understands that:

1. Attendance at the event includes possible exposure to and illness from infectious disease, including but not limited to, COVID-19. While particular rules and personal choice may reduce this risk, the risk of serious illness and death does exist.
2. Each attendee knowingly and freely assumes 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.
3. Each attendee knowingly assumes the risk of injury, harm and loss associated with his/her attendance of the event, including any injury, harm, and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

Photo and video release

I hereby grant PDX TechCrawl permission to use photographs or video taken of me at the TechCrawl in any web-based publications, print advertisements, organization bulletin, or other marketing materials associated with TechCrawl. I hereby affirm that such release to PDX TechCrawl does not constitute any form of compensation, including royalties arising from the photographs, to my benefit. I understand and agree that photographs in the possession of PDX TechCrawl shall become the property of PDX TechCrawl. The use and publication of the photographs however, shall conform to my rights as a subject of said photographs. I hereby waive my right to inspect or approve the photographs by which my likeness appears. I hereby hold harmless, release, and forever discharge PDX TechCrawl from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Policy Administration and Questions

If you have questions about this policy or about health and safety issues that are not addressed in this policy, please contact PDX TechCrawl at help@techcrawl.org.

Acknowledgement and Receipt and Review

By clicking “I AGREE” or otherwise indicating your acceptance to this policy when provided the opportunity by PDX TechCrawl to do so, you acknowledge that you have received a copy of this policy, and that you read it, understand it, and agree to comply with it. You also understand and agree that PDX TechCrawl has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without

notice to you. You also understand that any delay or failure by PDX TechCrawl to enforce this policy will not constitute a waiver of PDX TechCrawl's right to do so in the future.