

Heartland Municipal Lineworkers Training Conference Registration Terms and Conditions

By accepting, submitting, or completing registration for the training conference identified in the registration materials (the "Conference"), the registrant and, if different, the person or entity paying for or arranging the registration (collectively, the "Registrant") agree to these Heartland Municipal Lineworkers Training Conference Registration Terms and Conditions (these "Terms") with the Municipal Energy Agency of Nebraska ("MEAN") and the City of Grand Island, Nebraska ("Grand Island", together with MEAN, the "Organizer"). If the Registrant registers any employees, contractors, agents, or other attendees, the Registrant represents it has authority to bind itself and those attendees to these Terms, as applicable.

1. Conference Participation and Eligibility. The Conference includes classroom and hands-on training relating to utility line work and safety and may involve inherent risks of injury, illness, property damage, or death. Registrant will ensure each attendee is qualified and is physically able to participate safely (with any accommodations agreed to in writing), and that each attendee will comply with all Conference rules, safety requirements, instructions, and site restrictions, including without limitation those set forth in these Terms and those posted on-site at the Conference.

2. Insurance Requirements. Registrant represents and certifies that each attendee is and will remain covered by workers' compensation insurance as required by law (or, if workers' compensation is not applicable to the attendee under applicable law, an occupational accident policy or other legally compliant insurance for work-related injuries/illnesses arising out of participation in the Conference). Registrant will provide evidence of coverage upon request, and Organizer may refuse admission or remove any attendee if evidence is not promptly provided.

3. Assumption of Risk; Safety Compliance. Registrant acknowledges, and will ensure each attendee acknowledges, that participation involves inherent and potentially serious risks (including climbing, lifting, elevated work, moving equipment, electrical/mechanical hazards, falls, environmental conditions, and other participants). Each attendee must follow all safety rules and instructions, use required personal protective equipment, and participate only in activities approved by Organizer.

3A. Medical Treatment Authorization. If an attendee is injured or becomes ill during the Conference, Registrant authorizes Organizer and emergency personnel to provide or arrange first aid and/or emergency medical treatment and transportation as deemed necessary. Registrant agrees that the Released Parties have no duty to provide medical services and are not responsible for the quality, timing, or outcome of any such services. Registrant is solely responsible for all medical costs incurred by or on behalf of any attendee.

4. Personal Protective Equipment (PPE). Registrant agrees that all attendees will bring the required PPE to the Conference. If an attendee does not have any item of

required PPE, the Registrant or attendee must notify Organizer in advance so Organizer can attempt to provide the required PPE (as available). Attendees who do not bring required PPE or do not arrange for Organizer to provide it in advance may attend classroom portions, but may not participate in any hands-on training activities.

5. Release. To the fullest extent permitted by applicable law, Registrant (for itself and on behalf of its attendees) hereby releases, waives, and forever discharges MEAN and Grand Island, and each of their respective affiliates, departments, officers, directors, employees, agents, representatives, volunteers, instructors, contractors, sponsors, and venue providers (collectively, the "Released Parties"), from any and all claims, demands, causes of action, damages, losses, liabilities, and expenses (including attorneys' fees) of any kind, whether known or unknown, suspected or unsuspected, arising out of or relating to the Conference or participation in the Conference, including without limitation any claim for personal injury, illness, death, or property damage, except to the extent caused by the gross negligence or willful misconduct of the particular Released Party against whom the claim is asserted, or for any liability that cannot be released or waived under applicable law. For clarity, any gross negligence or willful misconduct by Grand Island will not limit or impair the release of MEAN (and vice versa). To the fullest extent permitted by law, Organizer's aggregate liability to any Registrant or attendee will not exceed the registration fees actually paid for the attendee whose attendance gave rise to the claim.

5A. Indemnity; Defense. To the fullest extent permitted by law, Registrant will indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) any act or omission of Registrant or any attendee, (b) any breach of these Terms by Registrant or any attendee, (c) any injury, illness, death, or property damage caused by an attendee, or (d) any claim brought by or on behalf of an attendee (or any attendee's employer or insurer), except to the extent caused by the gross negligence or willful misconduct of the particular Released Party against whom

the claim is asserted. Registrant's obligation to defend applies upon written notice and is independent of its obligation to indemnify.

6. Fees, Payment, Refunds, and Cancellations. Registrant will pay all registration fees, taxes, and other charges identified during the registration process in accordance with the payment terms presented at checkout. Unless otherwise set forth herein, all registration fees are nonrefundable, including in the event of Registrant cancellation or no-show. Attendee substitutions may be permitted only if approved by Organizer in writing. Organizer may cancel, reschedule, relocate, or modify the Conference (including instructors, content, format, equipment, or venue) for safety, weather, low enrollment, force majeure, or other business reasons.

If Organizer cancels the Conference entirely and no substitute or rescheduled event is accepted, Registrant will receive a full refund of its registration fee. ORGANIZER IS NOT RESPONSIBLE FOR TRAVEL, LODGING, WAGES, OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS.

7. Attendee Conduct and Removal. Each attendee must act professionally and safely and must not engage in harassment, discrimination, violence, threats, unsafe acts, illegal drugs, unauthorized weapons, or attendance while impaired. Organizer reserves the right to remove any attendee from any session or from the Conference entirely if Organizer determines that the attendee has violated these Terms, failed to follow instructions, created a safety concern, or interfered with the experience or safety of others. Any removal under this Section will be without refund, except as expressly stated in Section 6.

8. Photography, Video, Recordings, and Publicity Release. Organizer may take photos, videos, and audio recordings at the Conference. These may include an attendee's name, image/likeness, voice, statements, and employer or job information ("Recordings"). Registrant (for itself and its attendees, to the extent permitted by law) gives Organizer and its affiliates permission to use the Recordings worldwide, forever, without paying any royalty. Organizer may copy, edit, and publish the Recordings in any format for lawful business purposes, including marketing, promotion, training, and archiving, without further consent or payment.

9. Personal Property. Organizer is not responsible for any loss, theft, or damage to any tools, equipment, clothing, vehicles, electronics, or other personal property brought to the Conference by Registrant or any attendee.

10. Force Majeure. Organizer will not be liable for delay, cancellation, suspension, or failure to perform due to causes beyond its reasonable control (including weather,

natural disasters, fire, flood, public health events, labor disputes, utility/transport disruptions, governmental action, civil unrest, war/terrorism, shortages, or unavailability of instructors/facilities).

11. Electronic Acceptance. Electronic acceptance of these Terms by completing the registration process constitutes a legally binding agreement. Registrant agrees that electronic signatures and records will have the same force and effect as original signatures and paper records.

12. Governing Law. These Terms and any dispute arising out of or relating to the Conference, registration, or these Terms will be governed by the laws of the State of Nebraska, without regard to its principles of conflicts of law.

13. Venue; Jury Trial Waiver. Any lawsuit, action, or proceeding arising out of or relating to the Conference, registration, or these Terms must be brought exclusively in the state courts located in Lancaster County, Nebraska, or the United States District Court for the District of Nebraska, and each party consents to the personal jurisdiction of such courts. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.