

The Eastern Lake County Chamber of Commerce, Inc.
Event Terms and Conditions

Code of Conduct: Your registration for or attendance at any Eastern Lake County Chamber of Commerce, Inc. (the “Chamber”) held event (an “Event”) indicates your agreement to abide by this policy and its terms. The Chamber is dedicated to providing a safe, inclusive, and harassment-free experience for all participants and guests at our golf outing and other Events. Participants at Chamber Events generally, and at the golf outing specifically, are expected to behave in accordance with professional standards and as prescribed in applicable laws governing appropriate workplace behavior. The Chamber will not tolerate harassment in any form including abusive language, physical attacks or intimidation, harassment, offensive or inappropriate postings on social media or other online publications, lewd behavior, use of illegal drugs, abuse of alcohol, or cheating at games. This Code of Conduct may be revised at any time by the Chamber and the terms are non-negotiable.

Assumption of Risk and Release from Liability: By signing or electronically submitting a registration form and entering and playing in a Chamber event, the participant understands and agrees that there are certain dangers involved with participation in a golf event, including but not limited to being struck by lightning, getting hit by a golf ball, suffering from heat exhaustion, heart attack, or injury from uneven terrain, all of for which risks the participant assumes and solely accepts, and waives all claims of injury to body or property against the Chamber and its employees, agents, and/or directors. Further, the participant agrees that while on the premises of a Chamber held Event, the participant, and any guest, relative, or anyone else affiliated with the participant, shall be present at their own risk and that the Chamber and its employees, agents, and/or directors shall not be liable for any claims for injuries or damages whatsoever to person or property of the participant or related person arising out of or in connection with the participation in the Event or presence at the Event. The participant agrees to indemnify and hold harmless the Eastern Chamber and its employees, agents, and/or directors from all claims by or liability to the participant or affiliated person.

Limitation of Liability: In no event shall the Chamber and its employees, agents, and/or directors be liable to anyone for any direct, indirect, punitive, special, exemplary, incidental, consequential, or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantages) arising out of, or in any way connected with an Event, even if the party from which damages are being sought or such party’s licensors have been previously advised of the possibility of such damages.

Indemnification: You shall indemnify and hold the Chamber and its officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your participation at an Event.

Disclaimer of Warranty: The participant expressly understands and agrees that the Chamber expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement as it relates to an Event.

Publicity Release: Except where prohibited, your participation in a Chamber Event constitutes consent to the worldwide, royalty-free use of your name, your business name (if applicable), your photo, video, and/or likeness, biographical information, entry, and any statements attributed to you by the Chamber for promotional purposes, including without limitation, inclusion on the Chamber website, in its e-mail communications and any other media chosen by the Chamber without compensation.

General Provisions: These terms shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Painesville, Ohio. Ohio law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties. The Chamber reserves the right to review, reject, and/or terminate your agreement for the Event at any time and at its sole discretion.