

TERMS AND CONDITIONS

1. Gay & Sober is a safe, sober environment. There is a zero tolerance policy for drinking and drugging, bullying, body-shaming, or anything that goes against the spirit of LGBTQ+ community Pride. G&S TALKS, The Gay & Sober Men's Conference and The Pride Celebration organizers reserve the right to deny entry to anyone. Anyone disruptive may be asked to leave. There will be security bag checks at all points of entry. Gay & Sober is not responsible for your personal property or belongings.

GENERAL LIABILITY WAIVER AND RELEASE

In consideration for the opportunity to participate in activities sponsored by Gay & Sober, Inc., a not-for-profit organization ("G.S.M." OR "GSI"), in and around New York City, represent and agree as follows:

2. **GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and our respective heirs, assigns and legal representatives, to indemnify, defend and hold Gay & Sober Inc. (to be referred to in this document as GSI) and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releasees") harmless from any and all claims and causes of action of any nature, including negligence for any and all personal and/or bodily injury or illness, including death, which may occur to myself or which may be aggravated during or by any activity in which I have decided to allow myself to participate. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of New York and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that I am assuming any risks associated with the activity I am participating in.

3. I certify that I am healthy and medically able to participate in activities sponsored by Gay & Sober. I recognize that participation in activities sponsored by Gay & Sober/GSM, including the Pride Parade, are large events that are out of the direct control of Gay & Sober/GSM and at times can pose risks or dangers that are unforeseeable by Gay & Sober/GSM. I willingly assume all risks associated with my participation in these events and activities, including, but not limited to sports related injuries, heat related injuries, falls, crowd related injuries, anxiety, stress and/or any other injuries or conditions not specifically referenced herein. In exchange for the opportunity to participate in events sponsored by Gay & Sober/GSM, I for myself, and for anyone else acting on my behalf, do hereby waive, release, discharge, hold harmless and covenant not sue GSM or any individuals, organizations, vendors, promoters, or other third parties, affiliated with or working on behalf of Gay & Sober/GSM. This waiver and release is intended to cover all present and future claims and liabilities of any kind, known or unknown, arising out of my participation in conference, even if such claim or liability may arise out of the negligence, or fault on the part of third parties. Any disputes arising from this Agreement shall be submitted to binding arbitration, before the American Arbitration Association, in Manhattan, New York, before one arbitrator. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney fees and costs. The arbitration shall be governed by the laws of the State of New York.

4. Gay & Sober, Inc. is a nonprofit organization, whose events and operations are mostly funded through its own contributions. This includes the registration fees we collect from our participants. All registration fees are non-refundable. However, you may transfer your registration to another fellow. You also have the option of designating or donating your registration to our Scholarship program for those in financial need.

5. GSM is not responsible or liable for any loss, theft, or damaged personal property.

6. GSM is a private event. Disruptive behavior by persons will not be tolerated. Inappropriate conduct like bullying or fighting or posts on social media will not be tolerated. Admission can be denied to anyone. Anyone can be asked to leave at any time during GSM. A registration can also be denied.

7. **COVID-19:** The team at GSI sponsoring the activity/event set forth above is following comprehensive safety and sanitation protocols consistent with local, state, and federal guidelines, to help ensure the health and safety of our staff, participants, and others during the COVID-19 pandemic. Here is an overview of some of the safety and sanitation measures we are taking: Providing hand-sanitizer, practicing physical distancing by maintaining a 6-foot distance from others whenever possible and avoiding all unnecessary physical contact. We also require all participants to wear a face mask whenever possible; conducting COVID-19 temperature check/symptom screening of our staff, participants, and anyone else before they come are granted access to the Activity Location. You must stay home if you are sick, except to get medical care; requiring face coverings that cover the nose, mouth, and chin whenever possible. GSI is providing individually wrapped cloth face masks available to any participant who needs one.

It is your choice as to whether or not you choose to participate in the activity/event set forth above. By agreeing to the Terms and Conditions, you acknowledge that if you choose to participate in the activity/event, then you are doing so voluntarily and at your own risk, and you will adhere to all of the above. You agree to follow all social distancing guidelines set forth by the CDC, World Health Organization ("WHO") and New York State Department of Health, to implement contact avoidance wherever and whenever possible, to wear your face mask whenever possible, and to adhere to strict clean hygiene practices, including frequent hand-washing.

8. Receiving email and text communications from Gay & Sober