



TERMS AND CONDITIONS

These are the terms and conditions (the “Agreement”) governing your participation in the City Parks Alliance Summer Series virtual event (the “Summer Series”). By registering for the Summer Series, you agree to these terms, which form a binding legal contract between City Parks Alliance (“CPA”) and the registered attendee or participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

Participant Requirements

Access. Your registration entitles you to access the Summer Series for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and CPA shall have no liability for such costs.

Use of Likeness. By participating in the Summer Series, you acknowledge and agree to grant CPA the right at the Summer Series to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to CPA includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

Virtual Event Content. You acknowledge and agree that CPA, in its sole discretion, reserves the right to change any and all aspects of the Summer Series, including but not limited to, the Summer Series name, themes, content, program, speakers, hosts, moderators, and time. Summer Series content shall be recorded by CPA and will be accessible to paid registrants.

Prohibited Conduct

Limitations on Use. By registering for a paid Summer Series Pass, you agree not to share, sell or trade your access. If you are unable to utilize your paid Summer Series Pass, you may transfer your pass to a colleague or request a refund as described in the Summer Series FAQs. If CPA determines that you have violated this policy, CPA may cancel your access, retain any payments made by you, and prohibit you from future Virtual, Hybrid, or In-Person Events.

Disruptive Conduct. You acknowledge and agree that CPA and/or its third-party contractors and service providers reserve the right to remove you from the Summer Series if CPA, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Summer Series or the enjoyment of the Summer Series content by other Participants. This may



include, but is not limited to, the communication of any message, image, or material, live or pre-recorded, that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of sessions at the Summer Series.

Unethical/Non-Compliant Business Practices. CPA reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

In addition to the requirements and prohibitions set forth in this section, CPA may also exclude any prospective participant from registering for or participating in the Summer Series, in CPA's sole discretion.

[Fees and Registration](#)

Payment. The payment of the applicable fee for the Summer Series is due upon registration or as set forth in registration policies/FAQs of the Summer Series. If such payment is insufficient or declined for any reason, CPA will contact you to remedy the situation and may, if unsuccessful in reaching you or making financial arrangements, refuse to allow you to access the Summer Series and shall have no liability in that regard.

Taxes. The fees may be subject to sales tax, value-added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

[Cancellation and Quality Assurance](#)

Our Commitment. CPA strives to provide you with the most productive and effective educational experience possible. If after completing the course you feel there is some way we can improve, please provide us in writing with your comments by electronic survey available online throughout the Summer Series. You may also express your concerns by email to SummerSeries@cityparksalliance.org. We will evaluate individual complaints in the context of collective comments from the Summer Series. As speakers are confirmed months before the Summer Series, some speaker changes or topic changes may occur in the program. CPA is not responsible for speaker changes but will work to ensure a comparable speaker is located to participate in the program.

Cancellations. Cancellations are subject to CPA's cancellation policy as set forth in the Summer Series FAQs. Please note that if you do not cancel and do not access the Summer Series, you are still responsible for payment. In no event shall CPA be obligated to refund all or a portion of the registration fee.

Force Majeure. If CPA is prevented from carrying out its obligations as it pertains to the Summer Series you registered for as a result of any cause beyond its control, or such Summer



Series cannot be virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") CPA shall have the right to immediately terminate the Summer Series without liability and shall be relieved of its obligations to Registrant. If the Summer Series is terminated due to a Force Majeure occurrence before the first day of the Summer Series, then CPA will reschedule the Summer Series and your registration fee will be applied to the rescheduled virtual event.

Virtual Event Registration Confirmation

Confirmation. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box in case any Summer Series email(s) are caught by spam filters.

Communication. You will receive essential information for registered attendees electronically at the email address provided on your registration form.

In addition, you will also be added to the Summer Series participant list for notifications of future Virtual, Hybrid, or In-Person Events.

Opt-Out. If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

Privacy

Please refer to our Privacy Policy page on this site.

Intellectual Property

All intellectual property rights in and to the Summer Series, its content, and all materials distributed at or in connection with the Summer Series are owned by CPA, or the event sponsors or speakers presenting at the Summer Series. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Summer Series, in any Summer Series content, or in any materials distributed at or in connection with the Summer Series for any reason without the prior written permission of CPA.

For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by CPA or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of CPA or its affiliates, all of which shall at all times remain the exclusive property of CPA and its affiliates.



Disclaimer of Warranties, Limitation of Liability

CPA gives no warranties in respect of any aspect of the Summer Series or any materials related thereto or offered at the Summer Series and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Summer Series is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Summer Series are theirs alone and do not necessarily reflect the views, opinions, or positions of CPA or any employee thereof. The Summer Series makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at a CPA Virtual Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. CPA does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

Except as required by law, neither CPA nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Summer Series or other aspects related thereto or in connection with this Agreement.

The maximum aggregate liability of the Summer Series for any claim in any way connected with, or arising from, the Summer Series or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to CPA under this Agreement.

Miscellaneous

CPA’s failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. CPA shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond CPA’s reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sub-licensable by you except with CPA’s prior written consent. This Agreement shall be governed by the laws of the District of Columbia and the parties shall submit to the exclusive jurisdiction of the District courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys’ fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as



a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind CPA in any respect whatsoever.