

2020 World Pork Expo Attendee Rules and Regulations

1. Binding Contract

The terms and conditions set forth below, as well as the Rules (as defined herein) form a binding contract by and between the National Pork Producers Council (the “**Management**”) and the attendee named in the Application to which these terms and conditions are attached (“**Attendee**”) and concern the 2019 World Pork Expo (the “**Exposition**”). The terms and conditions set forth below, as well as the Rules and the application to which these terms and conditions are attached (“**Application**”) collectively form this “**Agreement**”. This Agreement is binding on Attendee from and after the time that Attendee clicks “Submit” below. If this Agreement is being completed and entered into by a third party on behalf of the Attendee, such third party acknowledges and agrees that: (A) he/she is authorized to enter into this Agreement on behalf of, and to bind, the Attendee; and (B) all provisions of this Agreement shall be enforceable against the Attendee as if such Attendee personally executed and delivered this Agreement.

2. Compliance with applicable laws and rules

At all times, Attendee shall comply with: (A) all applicable federal, state and local laws, regulations and ordinances; (B) all of these terms and conditions; (C) all rules, policies, procedures and directions of the Management, and (D) all rules, policies, procedures and directions issued by the Iowa State Fair Authority (collectively, the “**Rules**”).

The Management shall have sole authority to interpret and enforce all Rules and the terms and conditions contained herein and to make any amendments hereto and thereto as shall be necessary for the orderly conduct of the Exposition. Attendee agrees that amendments and all subsequent correspondence issued by the Management shall not require Attendee’s consent and shall be binding on Attendee upon written notice from the Management. Any and all matters or questions not specifically covered by this Agreement shall be subject solely to the decisions of the Management. The Attendee agrees to accept and abide by such decisions.

If Attendee violates any the Rules or otherwise breaches this Agreement, Attendee shall be subject to immediate ejection, without refund.

3. Cancellation by Attendee. If Attendee needs to cancel his/her attendance at the Exposition, he/she may do so by **WRITTEN NOTICE**, which **MUST BE RECEIVED ON OR BEFORE 5:00 PM**, Des Moines, Iowa time on **April 10, 2020** to receive a refund of payment, only if Attendee individually purchased entrance to the Exposition. No refund will be made for cancellations received after 5:00 PM, Des Moines, Iowa time on **April 10, 2020**.

4. Assumption of the Risk, Limitation of Liability

ATTENDEE ACKNOWLEDGES AND AGREES THAT, PARTICIPATION IN THE EXPOSITION INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE, ILLNESS, CONTRACTING OR SPREADING DISEASE, PERSONAL INJURY, AND/OR DEATH, WHICH MAY RESULT FROM, AMONG OTHER THINGS: (I) EXPOSURE TO, TRANSMISSION OR SPREADING OF, COMMUNICABLE

DISEASES (FOR HUMANS OR ANIMALS); AND/OR (II) THE ACTS, OMISSIONS OR NEGLIGENCE OF ANY THIRD-PARTY, INCLUDING BUT NOT LIMITED TO, THE MANAGEMENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES STATE ORGANIZATIONS, DONORS, INVESTORS, SUBCONTRACTORS, THE IOWA STATE FAIR AUTHORITY, AND ALL OF THEIR RESPECTIVE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**MANAGEMENT PARTIES**"), OR ANY OF THEM.

THE ATTENDEE ASSUMES THE RISK OF, AND ACCEPTS FULL RESPONSIBILITY FOR, ANY AND ALL PROPERTY DAMAGE, ILLNESS, PERSONAL INJURY OR DEATH SUSTAINED BY: (1) ATTENDEE, OR ANY OF ITS PROPERTY; OR (2) ANY THIRD-PARTY OR THE PROPERTY OF ANY THIRD-PARTY BY REASON OF THE ATTENDEE'S ATTENDANCE AT, OR ITS PARTICIPATION IN, THE EXPOSITION AND ALL RELATED ACTIVITIES; ACCRUING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE MANAGEMENT PARTIES, OR ANY OF THEM. TO THE GREATEST EXTENT PERMITTED BY IOWA LAW, ATTENDEE, ON BEHALF OF ITSELF AND ITS EMPLOYER, IF ANY, AND ALL THIRD-PARTIES, WAIVES AND RELEASES ANY CLAIM OR OTHER RIGHT OF RECOVERY IT MAY IN THE FUTURE HAVE AGAINST THE MANAGEMENT PARTIES, OR ANY OF THEM, WITH RESPECT TO THE MATTERS DESCRIBED ABOVE.

The Attendee expressly understands and agrees that the foregoing assumption of the risk clause relates and applies to matters arising not only during the hours the Exposition is open to all attendees, but also at all hours of each day that the Exposition is open, and, in addition, the foregoing assumption of the risk clause expressly includes any latent or contingent damage, injuries or liability arising or discovered at a later date as the result of, or related to, the Attendee's attendance at, or participation in, the Exposition or related activities.

ATTENDEE FURTHER ACKNOWLEDGES THAT THE MANAGEMENT HAS MADE NO WARRANTIES TO ATTENDEE OF ANY TYPE WHATSOEVER AND THAT THE MANAGEMENT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF THE MANAGEMENT PARTIES, OR ANY OF THEM, FOR ANY CLAIM IN ANY WAY ARISING FROM OR RELATED TO THE EXPOSITION, ATTENDEE'S ATTENDANCE AT, OR PARTICIPATION IN, THE EXPOSITION OR RELATED ACTIVITIES, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING ANY NEGLIGENT ACT OR OMISSION) SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY ATTENDEE IN CONNECTION WITH HIS/HER REGISTRATION UNDER THIS AGREEMENT OR **\$750**, WHICHEVER IS LESS.

5. Delays or Cancellation.

Management shall not be responsible for any delay or failure in performance of its obligations hereunder involving the Exposition or otherwise, to the extent such delay or failure is caused by

fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, conditions arising in connection with epidemics or disease outbreaks, including but not limited to outbreaks of Foreign Animal Diseases (including risks and the possible consequences of infection), the availability of the venue or other similar causes beyond its reasonable control and without the fault or negligence of Management or any related party. For one or more of such reasons, in its sole discretion, Management may postpone, reschedule or cancel the Exposition without liability on the part of Management. If the Exposition is postponed or cancelled pursuant to this section, Management shall not be liable to Attendee for all costs, and other losses incurred, such as transportation costs, accommodations costs, or other financial losses or damages, regardless of form, including special, incidental, indirect and consequential damages. In the event that Management cancels the Exposition, it shall determine, in its sole discretion, what portion, if any, it shall refund of the amounts paid by Attendee under this Agreement, if any.

6. Governing Law and Venue.

This Agreement shall be governed by the internal laws of the State of Iowa. Any dispute arising out of or related to this Agreement and/or the Rules shall be brought only before the state or federal courts located in Polk County, Iowa, and each of the parties hereto consents to the sole and exclusive jurisdiction of such courts and covenants not to object to venue in such courts or to bring an action in any other courts.

7. Miscellaneous

No failure or delay of the Management to exercise any right or remedy hereunder shall be deemed a waiver of such right or remedy unless an express waiver in writing, and any waiver given by the Management in any instance shall not be considered a waiver for any other instance or purpose. The waiver provisions under Section 4 hereof are intended by the parties to be enforceable and as broad as possible under Iowa law, and, in the event that any court of competent jurisdiction finds such provisions to be overbroad or unenforceable, such court is permitted to modify such provisions to the extent necessary to make them enforceable under Iowa law and then enforce such provisions as modified.

By accessing and using this NPPC website, you are indicating your acknowledgement and acceptance of NPPC's [Website Terms of Use](#) and [Website Privacy Policy](#)