

RELEASE OF LIABILITY, INDEMNITY, AND CODE OF CONDUCT REQUIRED FOR ALL PARTICIPANTS

DESCRIPTION AND DATE(S) OF EVENT

Date(s) of Event: July 18-19, 2019

Event: Sensory Forum Taiwan

Host: Taiwan Coffee Association/Specialty Coffee Association/Coffeeland

Venue: Coffeeland

Thank you for taking part in this event hosted by the Specialty Coffee Association. We hope your experience will be enjoyable, educational, and enable you to network and grow with fellow members. In order to provide you with the best possible experience, we have prepared this Release of Liability, Indemnity, and Code of Conduct ("Release"). Please read this document in full and confirm that you understand the document by placing your signature where indicated.

In consideration of being permitted to attend and participate in this event, as a participant, volunteer, competitor, judge or host, the undersigned certifies to and agrees with SCA as follows:

AGE, WAIVER & RELEASE

AGE. I am at least 18 years of age.

EQUIPMENT AND DANGER. I understand that coffee roasting, coffee brewing and other equipment may be operated at the event and that such equipment may cause injury to myself or others. If I operate such equipment at the event, I certify that (a) I am experienced and knowledgeable in the safe operation of all such equipment; and (b) I will, at all times operate the equipment and conduct myself with due care and with consideration for the safety of others.

RELEASE AND INDEMNITY. By participating in the event and executing this Release, I release SCA and its officers, directors, employees, members and agents (the "Released Parties") from any and all liability for any injury, loss, or damage arising out of or in connection with my participation in the event (other than the gross negligence or wilful misconduct of the Released Parties)

I further agree to indemnify and hold the Released Parties harmless from and against any liability for any injury, loss, damage, cost or expense arising out of or in connection with my negligence or misconduct at or in connection with the event.

REPRODUCTION OF IMAGES. DVD/CD/Video Tape Recording, Photography, Printed Material. I do hereby agree to allow SCA and its affiliates, vendors and the media to use the reproduction of my likeness, work product(s), and/or presentations for distribution in both printed and digital matter. I understand that SCA has the right to make copies of such materials to make available for sale and to retain the proceeds from the sale of such. I also understand that I will not be compensated and that I may not be notified of each use.

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GOVERNING LAW; ARBITRATION. This Release will be governed by, and its provisions enforced in accordance with, the laws of the State of California, without regard to its principles of conflicts of laws. In the event a material dispute arises under this Release, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who is a lawyer) in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All such arbitration shall be confidential and shall take place at an office of the American Arbitration Association located in Orange County, California. Each party is entitled to depose one fact witness and any expert witness retained by the other party and to conduct such other discovery as the arbitrator deems appropriate. The arbitrator has no authority to award punitive or exemplary damages. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. If the preceding provisions of this paragraph are unenforceable under the applicable law of the event venue ("Venue"), then this Release will be governed by, and its provisions enforced in accordance with, the laws of the location of the Venue. without regard to its principles of conflicts of laws, and in the event a material dispute arises under this Release, such dispute shall be submitted to arbitration and resolved by a single arbitrator under the arbitration rules of the International Chamber of Commerce ("ICC") at an ICC tribunal in the national capital of the Venue, with the same restrictions on discovery and punitive or exemplary damages as provided above.

SEVERABILITY. If any provision of this Release or its application shall be invalid or unenforceable, that provision shall be reformed so as to preserve the parties' intent to the greatest extent possible, failing which, such provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

ENTIRE AGREEMENT. This Release constitutes the entire agreement and understanding between the undersigned and SCA with respect to its subject matter and supersedes all prior or contemporaneous communications between the parties.

MODIFICATION. This Release may be changed, waived, discharged or terminated only by an instrument in writing, signed by the participant and SCA.

COMPETITORS. If I am a competitor. I have read, understand and will comply with all of the published rules of my competitive event.

CLASS INSTRUCTORS. If I am a class instructor, I understand that I am required to teach the class based on the SCA curriculum and standards. I understand and acknowledge that the primary intent of my volunteer responsibility is educational, and I agree not to promote my company's products or services in any volunteer position I hold. If I am a lead instructor, station instructor, peer observer, or shadow, I also understand that I am required to participate in the Online Rehearsal for each of the different classes I will be instructing, observing or shadowing.

HOSTS. By participating as a host for the event, I release the SCA and its officers, directors, employees, members and agents. Host further agrees to indemnify and hold the Released Parties harmless from and against any liability for any injury, loss, damage, cost or expense arising out of, or in connection with the Host's negligence or misconduct at or in connection with the event.

CANCELLATIONS AND REFUNDS FOR TRAVEL

US OFFICE

When SCA arranges for transportation, accommodations, or participation in the event, once a reservation is made and payment is tendered for the reservation, should the trip participant elect to subsequently cancel their participation, regardless of the amount of notice given, no refund will be given, except at the discretion of the SCA or according to advertised refund policies. SCA reserves the right to cancel any event at any time before travel departure; in such case all payments received will be refunded. In any event of cancellation, whether by the participant or SCA, SCA is not responsible for costs or losses associated with the purchase of non-refundable, advance purchase airline tickets.

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CHANGES IN SCHEDULE. If I am a volunteer, I understand that the published volunteer schedule contains the intended events and corresponding shifts. SCA assumes no responsibility for cancellation or delay of any event/shift and expressly reserves the right to cancel, advance, postpone, reschedule or substitute any scheduled event/shift without prior notice.

HARASSMENT POLICY

I understand that SCA maintains a zero-tolerance policy for harassment, violent behavior, and sexually offensive behavior or actions. This includes, but it not limited to: harassment toward another individual on the basis of gender, sex, pregnancy, childbirth, religion, creed, race, color, national origin, medical condition, genetic disorder, physical or mental disability, marital status, age or sexual orientation; physical or verbal threats; unwelcome attention; bullying, stalking; use of physical force; behavior that creates a disturbance or is dangerous, including lewd or generally offensive behavior or language; using sexually explicit or offensive language or conduct; and obscene gestures. If I violate this policy, either in person or online, I may be removed from the event without refund and may be banned from future SCA events.

REPORTING HARASSMENT OR OTHER CONDUCT VIOLATIONS

I understand that SCA has taken steps to make it easier to report instances of offensive behavior. I understand that it is very important to SCA that, if I experience any form of harassment, I can and should report it immediately. I understand that SCA cannot address anything that it is not made aware of, and that SCA needs whatever detail can be provided, such as names or other descriptive information.

If you experience or witness harassment, threatening behavior, or other inappropriate conduct, you are strongly encouraged to promptly find the nearest SCA staff member for assistance. If, at any time, you feel that your personal safety or the safety of others is in jeopardy, please call 911 (in the U.S.) or the applicable emergency phone number for the venue.

OTHER SCA EVENT POLICIES

United Kingdom

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- SCA is not responsible for lost, stolen, or damaged property, or for injuries sustained during the course of the event.
- No firearms or other weapons are ever allowed inside of SCA events.
- Illegal drugs are never allowed inside of SCA events.
- Alcohol may be served or be otherwise available at SCA events; but disorderly conduct is never allowed.
- Attendees doing wilful damage to SCA event property will be required to financially reimburse SCA or the venue.
- We reserve the right to remove you from the event if you violate this Code of Conduct.
- If you are taking photographs of attendees, please respect those that do not wish to be photographed or recorded by asking permission to take pictures.

CONSEQUENCES OF VIOLATION OF CONDUCT RULES

I acknowledge that if I violate any of the conduct rules in this Release during the event, I may be removed from the event for a specific amount of time or the duration of the event and may also be barred from future events. If I break the law, I will be subject to reporting to the proper law enforcement authorities.

By signing below, I confirm that I have read and understood this release of liability, indemnity, and code of conduct and guarantee that I will abide by the rules of the show.

Name:				Signature:	
				Date:	
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