

In consideration of the right to participate in the Event (which includes participation in any or all activities connected or contemporaneous with the event such as, but not limited to, activities, travel, etc.), you agree to be bound by these terms and conditions, which incorporate our Privacy Policy and our Terms of Use, and which are collectively referred to as the "Agreement".

We reserve the right to amend this Agreement at any time, which will be effective when a revised version is posted on the Moose Valley Ranch and/or Gather PNW website. If you fail to abide by the terms of this Agreement, Moose Valley Ranch Inc. reserves the exclusive right, at its discretion, to immediately terminate your participation in the Event, participation in future events, or take such other actions as Moose Valley Ranch, Inc. deems appropriate.

This Agreement contains a Likeness Release, set forth below, in which you grant us the right to use your Likeness (as defined).

RELEASE/HOLD HARMLESS/INDEMNITY

You agree to assume all risks associated with participation at the Event and you, on behalf of yourself and your heirs, executors, administrators, legal representatives, assignees, and successors in interest, do hereby release, waive, discharge, agree to hold harmless, and covenant not to sue Moose Valley Ranch Inc, its officers, directors, employees, volunteers, agents, representatives, and subsidiaries, and any other sponsoring, organizing or participating parties (including, but not limited to, transport or tour companies, facility or property owners on-site or otherwise, fellow participants including instructors or presenters, law enforcement agencies, or public entities associated with the Event) and their respective agents, representatives, directors, officers, volunteers, and employees (collectively, "Released Parties") from any and all liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages (including due to any of the Released Parties' own negligence) which you may have or which may hereafter accrue against the Released Parties and which may result, directly or indirectly, in injury, loss or damage (including death) to yourself or injury, loss or damage to your personal property, arising out of your participation in or association with the Event, including upon the premises where any Event activity is being conducted and travel to and from the Event.

You further agree to indemnify and hold harmless the Released Parties from any and all liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages which may accrue to any individual or entity and may result, directly or indirectly, from your participation in or association with the Event, or upon the premises where any Event activity is being conducted, and including travel to and from the Event, and that you shall indemnify the Released Parties for any damages awarded or expenses incurred as a result of any and all such liability for any acts, omissions or occurrences, rights, causes of actions, or claims for damages, including, but not limited to, attorney fees and court costs.

You recognize you are participating in an agritourism event covered under RCW 4.24.835, which states

"WARNING

Under Washington state law, there is limited liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such an injury or death results exclusively from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. We are required to ensure that in any activity involving minor children, only age-appropriate access to activities, equipment, and animals is permitted. You are assuming the risk of participating in this agritourism activity."

You agree any legal activity must take place in Stevens County WA as the proper jurisdiction. You understand Moose Valley Ranch Inc, is a working ranch with the dangers and hazards that come with that. You agree that the roadways may be in primitive condition and parking is in a working field. You agree that you are responsible for your vehicle, property, and self to keep safe and whole.

IMAGE/LIKENESS RIGHT AND RELEASE

Moose Valley Ranch Inc (and/or its representatives and contractors and participating vendors) may take photo stills and audio/video of Events for various uses, including, but not limited to, in news and promotional material, in print, electronic and other media, including our website. By participating in an Event, you hereby irrevocably and unconditionally grant us and our contractors, vendors, sponsors, and exhibitors, a perpetual, right and license to use, reproduce, publish, distribute, edit, make derivative works, perform publicly, disclose, assign, and transfer all images, photographs, videos, voice, name, likeness, and any content you submit (whether in chat sessions, uploads, email, in person, or otherwise) (collectively, "Likeness"), without limitation, without compensation. All media containing any Likeness become our property. The Likeness and media may be displayed, distributed and used by us for any purpose. You hereby release Moose Valley Ranch Inc. and its employees, volunteers, licensees, contractors, providers, successors, and assigns from any and all claims, demands, and causes of action that you may now or hereafter have against any of the foregoing arising out of or in connection with the use of your Likeness.

EVENT MATERIALS

All materials and services provided as part of the Event are provided "as is" without warranty of any kind. With respect to any services and products we provide in connection with or related to the Event we and/or our suppliers make no representations and disclaim all warranties, express or implied, including, but not limited to: warranties of title, non-infringement, merchantability and fitness for a particular purpose regarding the suitability of the information; the accuracy, reliability, completeness or timeliness of the content, services, products, or other items connected with the Event.

SPEAKERS/PRESENTERS

The Event may include advice, opinions, and statements of various speakers, presenters, information providers or instructors, content providers ("Presenters"). Moose Valley Ranch Inc. does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any Presenter or other participant. Reliance upon any such opinion, advice, statement, or other information shall also be at your own risk. Neither Moose Valley Ranch Inc. nor any Presenter or other participant shall be liable to anyone for any inaccuracy, error, omission, interruption, use of any content herein, regardless of cause, for any damages resulting therefrom. Participation in the Event or receipt of information from Presenters or other participants does not constitute a professional-client relationship of any kind. Information acquired at the Event of a legal nature should not be acted upon without seeking professional counsel. It is your responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, services or other information provided. All information is presented with the understanding that the Presenters, or other participants, are not rendering legal, accounting or other professional advice or opinions on specific facts or matters, and accordingly assume no liability whatsoever in connection with its use. Information provided at Event relative to any products or services do not, in itself, comprise a contract or offer.

PHOTOGRAPHIC/IMAGE USE

All materials and information presented or used at the Event may be subject to copyrights owned by us, the Presenters, or other participants, whether individuals or entities. Any reproduction, retransmission, or republication of all or part of any graphic images, materials or documents used at the Event is expressly prohibited, unless we or the copyright owner has expressly granted its prior written consent to so reproduce, retransmit, or republish the material. All other rights are reserved.

TRADEMARKS

The names, trademarks, service marks and logos of Moose Valley Ranch Inc. and its affiliates and subsidiaries that appear at or in connection with or at an Event may not be used in any advertising or

publicity, or otherwise to indicate our sponsorship or endorsement of or affiliation with any product or service, without our prior express written permission.

We do not operate or control in any respect any information, products or services provided or presented by any third party at an Event and we do not guarantee that any information contained thereon will be accurate. Third parties may participate at an Event solely for the convenience of Event participants and their participation at an Event does not constitute any endorsement, approval or certification by us or our affiliates or providers. Any opinions, advice, services, products, or other information made available by third parties are those of the respective third parties and not ours.

We shall have the right, at its discretion, to change, modify, add or remove information, presentations, events or other Event activity at any time. Changes shall be effective immediately, and subsequent participation by you at an Event shall constitute your acceptance of them.

PRIVACY

Participation in an Event may require you to give us personal information such as, but not limited to, your name, email, and postal address, zip code, age, income level, or other information. Contact information obtained by Moose Valley Ranch Inc. to allow for participation in an Event is used to send acknowledgments, materials and other information about an Event and Moose Valley Ranch Inc, including other Moose Valley Ranch Inc. products, services or events. Contact information may be made available to other participants, sponsors and/or vendors at an Event who may use your contact information to contact you, including for their own marketing purposes. If you do not want your contact information to be shared with such third parties, you can choose not to participate in the Event. Your personal information is also used by Moose Valley Ranch Inc. to communicate with you when necessary. Financial information that is collected is used to invoice you for an Event.

Event participants agree to comply with the following “Code of Conduct”, whether the event is in-person or virtual.

Expected Behavior

Be considerate, respectful, and kind to others. Refrain from demeaning, discriminatory or harassing behavior and speech. Spam, or repeated contact of participants that have requested no contact from another participant is strictly prohibited. Participants should be mindful of any copyright laws, music licensing etc., and not violate any terms or conditions related to such.

Unacceptable Behavior

Harassment and discrimination include any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, or disability. Inappropriate display, sharing, or use of nudity and/or sexual images in public spaces (including presentation slides); any physical or verbal intimidation, stalking, doxxing, gaslighting, photobombing, or following of participants; harassing, photographing or recording of participant(s); interruption or inappropriate intrusion or disruption of sessions, talks or other events; inappropriate physical contact; and, any unwelcome sexual attention (physical or verbal) will not be tolerated. Violators may be removed from the Event if found to be in violation and their ability to attend future Events may also be restricted or prohibited.

Any boisterous, lewd, or offensive behavior or language, threatening, intimidation, coercion, use of sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs will not be tolerated. Verbal or other abuse of any participant, speaker, volunteer, staff member, exhibitor, sponsor, service provider, or other meeting guest is unacceptable. Participants violating this Code

of Conduct will be asked to leave the Event at the sole discretion of our staff. We retain the right to take any actions to ensure the Event is a welcoming environment for all.

In no event shall we be liable for slowness of or interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to Events for the duration of the Event.

If you have a complaint or concern about harassment, discrimination, bullying, or any other conduct which may violate this Code of Conduct, we encourage you to promptly notify us. You may request that your report remain confidential and only be shared with those on a “need to know” basis.

Please remember that notifying our staff does not constitute or replace notification to local law enforcement. This Code of Conduct does not replace any rules or guidelines that are part of our agreements with our vendors, exhibitors, and/or sponsors.

Compliance and Enforcement

We reserve the right to take any action that is reasonably necessary, in our sole judgment, for the protection of us, our participants, and our personnel. We will maintain full discretion in the interpretation and enforcement of this Code of Conduct.

Participants will be asked to stop any behavior in violation of this Code of Conduct are expected to comply immediately. This Code of Conduct provides general guidelines and cannot cover every possible type of unacceptable behavior. We reserve the right to apply corrective action to instances other than the specific examples noted. Participants violating this Code of Conduct may be suspended, sanctioned, removed, or expelled from the Event and all future Events, and there will be no refund of any amounts paid, at our discretion.

We expect all Event participants to abide by this Code of Conduct at all Events and social events regardless of whether we are a sponsor or organizer of such meeting or event.