

In consideration for being permitted to participate as a Panelist or Workshop Host (for convenience, "Panelists") for a Panel or Workshop (both, a "Panel") at Anime Expo (the "Event"), I ("I" or "You") agree to the following terms. SPJA's Standard Terms and Conditions for Attendee Registration apply to my Panel participation.

**1. Panel Participation.** I intend to freely give my services to The Society for the Promotion of Japanese Animation ("SPJA") as a Panelist, and I agree that participating in a Panel is an opportunity with real value to me. I agree that I am not eligible to receive compensation of any kind in return for my participation. SPJA may cancel my Panel for any reason and under no circumstances will SPJA be under any obligation to me. I am not an employee of SPJA and that I am not covered by SPJA's employee benefits or Workers Compensation insurance.

**2. Cancellation.** If I cancel my Panel less than two (2) weeks before the Event, SPJA may give me lower priority or limit the number of Panels I may apply to present in the following year's Event.

**3. Procedures.** I agree that my failure to follow these procedures may result in AX Staff interrupting or cancelling my Panel:

- a. I will handle all technical equipment carefully (i.e. no dropping microphones).
- b. I will adhere to the content rating level for which my Panel was approved (such as: G, PG, 18+). Content modifications made after my application must first be approved by the SPJA's Division Manager of Programming.
- c. I will end my Panel in a timely fashion and understand that if my Panel does not end at the designated time sound and video will be cut.
- d. I will cooperate fully and promptly with the requests of SPJA and LACC representatives, whether employees, volunteers, contractors, or security personnel ("SPJA/Venue Reps") and will refrain from any acts that the Panel room supervisor asks me to stop doing.

**4. Care.** I will participate in a Panel (and activities before and after the Panel) in compliance with applicable laws, regulations, rules, and SPJA Policies in a safe, conscientious, and courteous manner. I agree that if I deface, harm, damage, or injure any people or property in connection with my Panel participation, I shall be solely and personally responsible for paying any and all costs and incidental or consequential damages relating to the harm, replacement or repair of the damaged person, item or facility. I will accept supervision and direction from SPJA staff, directors, volunteers, and safety and medical volunteers. I understand that I may be subject to immediate removal from a Panel, without prejudice to further action by SPJA after my removal. I will not consume substances with a mind-altering or judgment-altering potential, such as alcohol, medications, or other drugs that may alter my ability to participate in a Panel safely, conscientiously, and courteously. I will immediately report any and all potential hazardous conditions or actual injuries that I observe or receive to any SPJA safety or medical volunteer, a SPJA/Venue Rep, or to any police or other civic officer nearest my vicinity. I will make such a report no matter what the extent or cause of the potential hazardous condition or actual injury.

**5. WAIVER & RELEASE. I PARTICIPATE IN A PANEL AT MY OWN RISK. I UNDERSTAND THAT MY PARTICIPATION IN A PANEL HAS INHERENT RISKS AND DANGERS, INCLUDING BUT NOT LIMITED TO HARM, LOSS, OR INJURY TO ME, MY PERSON OR PROPERTY, AND THAT AS A CONDITION OF BEING**

**PERMITTED TO PARTICIPATE IN A PANEL, I HEREBY DO ASSUME AND ACCEPT THESE RISKS.** If I become ill or injured, I authorize any SPJA/Venue Rep to seek and obtain emergency or medical services as may be deemed necessary, but agree that they shall not be obligated to do so. **I hereby agree to completely release and hold SPJA, the city of Los Angeles, LACC, other venues, and hotels in which the Event or any part of it is held, and their officers, directors, employees, agents, affiliates, contractors, volunteers, managers, sponsors, funders, attendees, public officials, successors and assigns ("Released Parties") harmless of and for any and all demands, damages, losses, liabilities, causes of action, lawsuits, attorneys' fees, and/or claims of every kind or nature,** whether known or unknown, in law or equity, including third party claims, employment claims, and acts or omissions by third parties such as medical providers, arising from or in any way connected with my participation in a Panel. This waiver of liability and claims does NOT apply to any acts of gross negligence or intentional, willful, or wanton misconduct on the part of any Released Party. **I intend and desire for this waiver and release to be interpreted as broadly as permitted under California law.** This waiver & release shall continue in full force and effect even after the conclusion of the Event.

**6. SPJA Policies** I have read and will abide by SPJA's Policies, including but not limited to the Code of Conduct and Youth Protection Policy ("YPP") as displayed on the Anime Expo website at the time of my Panel. I represent and warrant that I am not disqualified under Section 5 of the YPP, and that if anything changes and I become disqualified under Section 5 of the YPP, I will inform SPJA and I will not present the Panel. I will make an effort to view the YPP training videos before the Event. Abusive behavior, such as verbal abuse, inappropriate sexual remarks or touching, threats of violence, or any other violation of the Code of Conduct will not be tolerated and may result in expulsion from the Panel or Event.

**7. Confidentiality.** While involved with SPJA, I may be exposed to valuable information which SPJA deems confidential (the "Information"). This Information may include, but is not limited to, information about SPJA's methods, techniques, "know-how," merchandising, licensing, vendors, sponsors, directors, personnel, clients, membership, marketing, contracts, formulas, patterns, compilations, intellectual property, guests of honor and specifically includes all procedures and information related to producing the Event, unless that information is: i) already public information; ii) learned from a third party not bound by a confidentiality agreement; or iii) which becomes public through no breach of the Agreement. I will not divulge, without SPJA's written consent, the Information to anyone who does not need to know to further SPJA's purposes. I agree not to sell, deal in, or otherwise misappropriate the Information for any reason. I understand that the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b) (the "DTSA")), provides some protections to whistleblowers who confidentially disclose a trade secret to their Attorney, a government official, or in a court filing made under seal. If You intend to make a disclosure under the DTSA, while not a contractual obligation, she is urged to become familiar with the provisions of the DTSA to determine if any disclosure qualifies for such protection or for protection under other applicable whistleblower laws. This provision shall remain in full force and effect after the termination of the Panelist Agreement. I agree that I will not make statements to the media for, on behalf of, or about the SPJA, unless asked to do so by SPJA.

**8. Copyrights, Photographs, and Grant of Rights.** I will not use content from anime creators or content owners in my Panel without their permission. I retain all copyrights in my Panel. I give SPJA permission to, and grant SPJA the exclusive right create still photographs and moving sound and audiovisual recordings of me and my Panel while at SPJA Events, in any manner or media now known or later discovered (the "SPJA Recordings"). SPJA shall own all rights, title, and interest in and to the SPJA Recordings, including copyrights (and any extensions and renewals thereof) throughout the world, in perpetuity. I grant SPJA the worldwide exclusive royalty-free right to reproduce, stream, live simulcast, distribute and otherwise use my Panel, as depicted in the SPJA Recordings and not separately or apart from the SPJA Recordings, for any purpose, including but not limited to promoting SPJA and SPJA Events, in any manner or media, now known or hereafter discovered, in perpetuity. I will provide SPJA with a good quality copy of my written Panel materials, if any, and any PowerPoint, video, or media included in my Panel for its archives.

**9. RFID TECHNOLOGY.** SPJA may use RFID technology for attendees at the Event. Panelist may not alter or ask an attendee to alter any RFID equipment, or use RFID equipment in violation of FCC rules. NEITHER SPJA OR EVENTBRITE WILL BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO USE OF THE RFID EQUIPMENT IN VIOLATION OF THE FCC RULES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

**10. Force Majeure.** The SPJA shall not be liable in any way or form to me or anyone involved with my Panel for a delay or cancellation in SPJA Events or my Panel due to causes beyond its control, including, without limitation, weather, war, riot, damage to the facilities, acts of god, and the like (a "Force Majeure Event").

**11. General Terms.** a) No waiver or amendment, including those made by custom, usage of trade, course of dealing, will be effective unless in writing and shall not be deemed a waiver of any other breach or right hereunder; b) This Panelist Agreement shall be construed using the intellectual property laws of the United States, and the laws of the State of California, except as they apply to conflicts of law. I consent to the jurisdiction of any federal or state court within Los Angeles, California; c) The language in all parts of the Agreement shall be construed as a whole in accordance with its fair meaning, not for or against any party, and without regard to any statutes which provide for the language of an agreement to be construed against the drafter. If any provision of the Agreement is determined to be invalid or unenforceable, this Agreement shall remain in effect, and the offending provision shall be modified to the extent required to make the provision valid or enforceable, or if that is not possible, then that provision shall be stricken and all other provisions shall remain in effect. d) This Agreement is personal to You and may not be assigned or transferred to any other person, firm, corporation, or

entity without SPJA's prior written consent; otherwise, the Agreement shall bind and be for the benefit of the parties and their heirs, fiduciaries, successors and permitted assigns; e) Correspondence will be to the parties at the addresses specified below or to such other places that the parties designate from time to time in writing. A copy of each such notice shall also be sent to SPJA, 1522 Brookhollow Drive Suite I, Santa Ana, CA 92705. f) Paragraph headings herein are for convenience only and shall not affect the interpretation nor be deemed to be a part of the Agreement. g) No party has relied upon any promise, representation or warranty other than those herein.

**12. I SIGN THIS FORM (OR THE PANELIST ACKNOWLEDGEMENT FORM WHICH INCORPORATES THESE TERMS BY REFERENCE) VOLUNTARILY, OF MY OWN FREE WILL. I HAVE READ THIS ENTIRE FORM CAREFULLY. I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, WAIVER AND RELEASE, I GIVE UP CONSIDERABLE FUTURE LEGAL RIGHTS. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND TO RELEASE SPJA OF ALL LIABILITY TO THE FULLEST EXTENT OF THE LAW. I AM AT LEAST 18 YEARS OLD, AM COMPETENT, AND I HAVE THE AUTHORITY TO SIGN THIS AGREEMENT.**

**13. Parent/Guardian's Additional Release if Panelist is a Minor:** I, the undersigned, represent and warrant that I have the authority to enter into this Agreement on the minor's behalf, and agree that these terms and conditions apply to the minor and to me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name of Minor, if any: \_\_\_\_\_