

UNTANGLING OUR ROOTS SUMMIT SPEAKER AGREEMENT

This AGREEMENT is made between National Association of Adoptees and Parents and Right to Know (Host) and _____ (“Speaker”), effective upon Speaker signing.

EVENT DETAILS

Speaker shall participate in a moderated panel session or individual presentation at the **Untangling Our Roots Summit** to be held at the in **Louisville, KY** at the **Marriott Louisville East** on March 30th to April 1st, 2023 (the “Event”).

TERMS AND CONDITIONS OF AGREEMENT

The Speaker shall:

- A. Present on the topic agree via correspondence and meet all required deadlines set by the Host and promptly respond to all correspondence;
- B. Meet all program-related deadlines provided by the Host, including but not limited to deadlines for slides, handouts, A/V requests, etc.
 - a. Sign this agreement by October 31, 2022 (if you haven’t sent your bio and photo to the Host, please do so now)
 - b. Purchase your discounted event ticket by November 30, 2022
 - c. Reserve your hotel by December 31, 2022 if staying at the Event site and confirm with the Host your travel arrangements (arriving by car, plane, etc).
 - d. Send any handouts to the Host and complete a video recording of your presentation by February 15, 2023. Your video recording may be done via a zoom with the Host. The Host understands this will not be an exact copy of your live presentation.
- C. Promote your session through the Speaker’s social networks (Facebook, Twitter, LinkedIn, personal and company websites, etc.) and use the hashtag “RootsSUMmit2023”; language and additional hashtags may be provided and use the Event logo provided to you for any presentations and/or handouts;
- D. Speaker is knowingly and voluntarily taking part in the activities for which their image is being captured and agrees that no portion of the resulting media created at, or for, the Event, containing Speaker’s name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval;
- E. Speaker releases and waives any and all claims, damages, losses and expenses as a result of, or arising from, their participation; and
- F. Speaker shall conduct themselves in a professional and civil manner and shall not denigrate the Host, their programs, or representatives in any manner.

The Host shall:

- A. Meet all required obligations in this Agreement and promptly respond to all correspondence;
- B. Provide necessary AV for the Speaker’s presentation;
- C. Promote the Event and the Speaker; and
- G. Host shall conduct themselves in a professional and civil manner and shall not denigrate the Speaker in any manner.

CANCELLATION

Speaker agrees to notify the Host immediately if an emergency should prevent them from meeting their obligations at the Event. Any substitution of a new speaker shall require Host’s written consent.

The Host reserves the right to cancel this Agreement and replace Speaker if the specified due dates for deliverables are missed. **The Host** reserves the right to cancel any session, change the length or size of any session, or change the place of any session at its discretion at any time. In the event of cancellation, **the host** shall not be liable for any expenses, costs, or damages incurred by Speaker except for any

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expenses incurred and not recoverable. If Speaker desires to cancel, Speaker agrees to provide **ninety (90) days** written notice to **the Host** of cancellation prior to the first day of the event.

In the event of failure or refusal of Speaker to perform Speaker's obligations under this Agreement all costs, charges, and expenses the Host incurs shall be part of the damages to be paid by Speaker to the Host due to such failure or refusal to perform, including but not limited to attorneys' fees and expenses.

This Agreement shall continue in effect until:

- A. Canceled by either party as set forth in this Agreement; or
- B. Completion of the session presentation(s) by Speaker provided, however, that in the event of cancellation pursuant to this Agreement, or upon death, disability, or other incapacity resulting in the inability of Speaker to present the Event, this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.
- C. None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond reasonable control, including but not limited to, government authority, riot, epidemic, severe weather, fire, flood, war, terrorism, embargo, labor dispute or strike.

MISCELLANEOUS

- A. **Independent Contractor Relationship.** Speaker is an independent contractor. Speaker is not an employee, agent, partner the Host at any time and the Speaker shall not represent the Speaker's opinions to be that of the Host.
- B. **Nondiscrimination.** The Host prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law and a person's origins. The Host expects that the Speaker shall maintain an environment free of discrimination, including harassment, bullying, or retaliation at the Event.
- C. **Copyright.** The Speaker owns the copyright in all materials provided for, or created by Speaker, at the Event. To the extent the Speaker provides their intellectual property to the Host for use in the Event, Speaker grants the Host a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event. The Speaker grants the Host and its agents, licensees, members, and employees a royalty-free, perpetual license to publish, reproduce or otherwise use the Speaker's name, picture, likeness, comments, voice for any lawful purpose in all media, promotional materials, and educational classes in connection with the Event. To the best of Speaker's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate and has obtained all necessary licenses and permissions for any third party intellectual property including, but not limited to, music, video or other media shown as part of the Speaker's presentation; and
- D. **Law and Venue.** This Agreement shall be governed by and construed in accordance with Indiana law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in Jeffersonville, Indiana.

BY SIGNING YOUR NAME AND HITTING SEND YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT

Signed on the ____ day of _____, 2022.

Signature of Speaker