

AGREEMENT

These Terms and Conditions along with a properly executed registration form by the participant (herein referred to as “Participant”) shall upon acceptance by the Orthopedic Shoulder and Elbow Foundation (herein referred to as “Organizer”) constitute a valid and binding agreement.

Event: OC Shoulder Meeting
Date: Saturday, November 4, 2023
Venue: Paséa Hotel & Spa, 21080 Pacific Coast Highway, Huntington Beach, CA 92648

By executing the registration, each participant agrees, for themselves and on behalf of their representatives, to abide by the Terms and Conditions, regulations, and policies stated herein.

TERMS AND CONDITIONS

1. Competency and Proficiency

Participant agrees that their attendance at the OC Shoulder Meeting does not indicate nor guarantee competency or proficiency in the performance of any procedures that may be discussed at the meeting. Healthcare practitioners must utilize their best clinical judgment when applying the teachings to their practice.

2. Conflict of Interest and Commercial Bias

Organizer and Hoag are committed to offering CME activity that is free of commercial bias. Organizer will fully comply with the ACCME’s *Standards for Integrity and Independence in Accredited Continuing Education*.

This includes but is not limited to:

- Providing a designated space for commercial bias-free CME activity: Sapphire Ballrooms 2 & 3
- Disclosing faculty members’ financial relationships and honoraria
- Giving participants the opportunity to evaluate perceived commercial bias and provide feedback
- Requiring exhibitors to acknowledge and abide by CME rules and regulations

Participant acknowledges that activities occurring outside Sapphire Ballrooms 2 & 3 are not subject to CME regulations. Interactions with exhibitors do not aim to give balanced and impartial views of therapeutic options. Exhibitors’ indications may promote specific proprietary business interests of a commercial interest.

Any reference in promotional flyers, websites, in course-related activities or events, to any person, organization, activities, products, or services related to such person or organization, do not constitute or imply the endorsement, recommendation, or favoring by the Orthopedic Shoulder and Elbow Foundation or Hoag.

3. Claiming CME Credits

Participant must be present for the duration of the event, sign the check-in form on the day of the event, and complete an online Activity Evaluation to claim and receive CME credits and certificate. Detailed instructions on how to claim CME credits will be given on the day of the event.

4. Misconduct & Security

Organizer reserves the right to evict or ban any participant whose conduct is objectionable for any reason. Violation of any regulations on the part of the OC Shoulder Meeting, its employees or agents shall vacate the premises and forfeit to the Orthopedic Shoulder and Elbow Foundation all monies that may have been paid.

Security is not provided; therefore, Organizer does not assume responsibility for damage to, loss of, or theft of property.

5. Liability & Indemnification

Participant shall defend, indemnify and hold harmless the Orthopedic Shoulder and Elbow Foundation, Hoag, Paséa Hotel & Spa, and each of their officers, directors, employees, agents, and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or due to (a) the attendance of Participant at the OC Shoulder Meeting; (b) the negligence or willful misconduct of Participant, or their representatives; or (c) Participants' breach of any commitment made in this agreement.

6. Cancellation Policy

Participant agrees to inform the organizer at tina@ocshoulder.org as soon as possible if they are no longer able to attend. **No-shows are obvious given the assigned seating and intimate group setting. Registration fees are refundable until Friday, August 11, 2023.** Thereafter, refunds will only be awarded if the organizer is able to replace the participant with someone on the waitlist. A 2.9% fee may apply to all transactions.

Organizer may cancel this event and will not be liable for the fulfillment of the delivery of a CME activity if non-delivery is due to any circumstances beyond the control of the organizer, such as, but not limited to, the facility being unfit or unable, fire, pandemic, an act of God, unavailability of utilities, public emergency, the act of war, strikes or labor dispute, or authority of law, or postponement, or cancellation by the organizer. The organizer will, however, in the event of not holding the event for any of the above reasons, reimburse participants for any amount paid in, less all reasonable expenses incurred, such as but not limited to, rent, advertising, operating costs, etc. or offer the opportunity to roll the amount paid into a future year's event. Participant waives any and all other damages and claims against the Orthopedic Shoulder and Elbow Foundation.

6. Tax-Deductible Contributions

The Orthopedic Shoulder and Elbow Foundation is a Non-Profit Public Benefit Corporation with 501c(3) status. Its Federal Tax Identification Number (EIN) is 86-3325284. Its California Charity Registry Number is CT0275680.

Participant agrees that all registration fees associated with the OC Shoulder Meeting are not considered charitable contributions to the Orthopedic Shoulder and Elbow Foundation as services are provided in return at fair market value. Further monetary donations made independently may be considered tax-deductible charitable contributions and warrant a donation receipt.

7. Media and Information Release

Participant grants Organizer the right to provide Participant's name and practice location to exhibitors.

Participant grants Organizer the right to provide Participants' name and email address to Hoag to award CME credits.

Participant grants Organizer the right to photograph or film them at the OC Shoulder Meeting. Photos and videos may be used in promotional materials and published on the OC Shoulder, VuMedi, and OrthoBullets websites.

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