

## **Intensive Course / Advanced Photography Course Assumption of Risk, Waiver & Release, Code of Conduct, and Photography Waiver & Release**

**Event:** Intensive Course or Advanced Photography Course Fall 2023

**Location:** Mercer Botanic Gardens, 22306 Aldine Westfield Road, Humble, TX 77338 & Hyatt Place Houston/The Woodlands, 1909 Research Forest Drive, The Woodlands, TX 77380.

**Organizers:** Mercer Botanic Gardens (location) along with the International Landscape Lighting Institute (ILLI) and their volunteers, officers, agents, representatives, or employees.

---

### **Assumption of Risk**

It is understood and agreed upon that the habitat at the Intensive Course (IC) / Advanced Photography Course (AP) location presents certain conditions that may result in physical or mental risks to the Attendee, Mentor, or Sponsor, and his or her property; including but not limited to, wildlife and weather-related issues. The Attendee, Mentor, or Sponsor fully understands, accepts, and assumes all responsibility for losses, costs, injuries, and direct and consequential damages that he or she incurs as a result of his or her participation in the IC/AP.

### **Waiver and Release for Participation in Events at ILLI Intensive Course / Advanced Photography Course**

This is to certify that I acknowledge and am fully aware of certain risks and dangers, both physical and mental, that may exist during my participation in the IC/AP. I realize that these risks include, but are not limited to, risks and dangers arising from or related to participation in activities involving physical exertion (such as climbing ladders or rocks and other outdoor activities), mere extended exposure to the heat and humidity existing at the IC/AP location, exposure to the native wildlife, and the fact that possible injury or illness may arise in places remote from any medical facilities. I believe that the benefits of my participation in such programs outweigh the risks and hazards involved and thus I am voluntarily participating in the IC/AP under my own free will. In consideration of the right to participate in the IC/AP; I do hereby waive any and all claims that I might have for myself against the Organizers for any injury, damage, loss, or claim sustained during or arising out of my participation in the IC/AP; including claims of negligence on the part of the Organizers, which are not caused by the Organizers' gross negligence or intentional misconduct.

I do further hereby release, acquit, and discharge the Organizers from any and all liability, damages, losses, illness, or claims sustained by me during participation in the IC/AP, even if due to the negligence of Organizers, except as provided in paragraph above.

## Code of Conduct

The International Landscape Lighting Institute (ILLI) strives to create a professional and inclusive environment at the IC/AP for all our attendees, visitors (who may include corporate or individual ILLI members), mentors, and sponsors.

First and foremost, ILLI is there to provide a learning environment for all attendees. To create a valuable experience for everyone, it is important to maintain appropriate conversations by being professional, courteous, and respectful to all.

ILLI welcome attendees from many different employment positions who have a wide variety of experience in lighting. Come with an open mind. ILLI believes everyone can learn something at the IC/AP even if someone has years of experience.

If you sell, distribute, manufacture, or otherwise market a product, service, or program please refrain from using ILLI as a platform to promote your company. Only those sponsors who are participating in the roundtable, lunch, or dinner promotional times, set aside for such a purpose, may engage in marketing and promotional messages at that time.

ILLI asks that sponsors be respectful of other sponsors and do not encroach upon the presentations of other sponsors. If you are attending the IC/AP and have competitive products to the sponsors you may be asked to step out to avoid conflicts of interest during their presentations. If you are attending the IC/AP and represent products that are competitive products to other sponsor's products, you may be asked to step out to avoid conflicts of interest during their presentations.

The IC/AP packs a lot into the schedule, so ILLI asks attendees to be on time for the lectures and actively participate in the field work to ensure a positive experience for everyone.

Refrain from disparaging remarks about the equipment, especially equipment from a competitor. The IC/AP is a learning experience providing Attendees with the opportunity to work with equipment they may not be familiar with or is not manufactured by the company they work for.

The IC/AP is about design and offers a chance to work with a variety of equipment. ILLI may not have every option available for the class; but ILLI is grateful for the equipment that has been provided. Keep in mind that you are creating a "mock-up" and some creative use of fixtures, not done in an actual install, may occur to demonstrate the design concept.

We ask that everyone be mindful of our Organizers and Location, their rules, and policies. This includes smoking, alcohol, and drugs. Drugs legal in some states may not be legal in all states and are not welcome at ILLI.

Failure to adhere to our code of conduct may result in being asked to leave the course without a refund.

### **Release & Photography Waiver**

I authorize ILLI to use my name, likeness, photograph, and biographical data in connection with my attendance and the promotion of the IC/AP. I authorize ILLI to share my contact information with other IC/AP Attendees, Mentors, and Sponsors.

### **Photography Copyright Release**

I hereby grant ILLI the right of possession of any digital or print photos I have shared, or images/photos that I have taken. ILLI has my permission to use such images/photos for online marketing use and/or unlimited printed or developed photographs for ILLI's personal or commercial use.

### **ILLI Logo Terms and Conditions**

Use of the ILLI Logo, including any derivative (whether in whole or in part), is strictly prohibited by any third party or its affiliates without written approval from the ILLI BOD. The ILLI Affiliate Logo (s), including Sponsor and Corporate Member ILLI affiliation logos, shall be used only with written approval by ILLI and are limited to applicable ILLI affiliation (s) and within the specific duration referenced in the written approval. Sponsor and Corporate Member ILLI affiliation logos, where applicable, are permitted for shared use within the affiliate's company.

Individual ILLI affiliates – not limited to Alumni, Attendee, BOD, Graduate, Mentor, BOD, Individual Member, or any other Individual ILLI affiliation, where applicable, - are strictly limited for use by the sole individual.

ILLI affiliations are not transferable.

Use of any ILLI Affiliate Logo not applicable to an ILLI affiliation party and/or not applicable to the term limit of the respective ILLI affiliation party is strictly prohibited and may result in loss of affiliation status including forfeit of benefits and contributions.

**ILLI Content Terms and Conditions**

Use of the ILLI 'Content', including any derivative (whether in whole or in part), is strictly prohibited by any third party or its affiliates without specific written approval from the ILLI BOD for an explicit purpose.

ILLI 'Content' refers to any or all, but not limited to, copyrighted materials, documents, designs, emblems, forms, graphics, images, layouts, logos, layouts, photographs, text, trademarks, trad names, audio and/or video presentations and other information and materials provided by 'ILLI', 'International Landscape Lighting Institute', and/or the 'ILLI BOD'.

Any adaptation, reproduction, upload, post, display, modification, translation, distribution, or exploit of any Content within the ILLI website or any portion of the ILLI website and shared documents, except where expressly permitted herein, without ILLI's prior written consent, may result in loss of affiliation status including forfeit of benefits and contributions, where applicable, in addition to potential prosecution to protect the rights and intellectual property of ILLI.

**Final Agreement**

In registering and subsequently attending the Intensive Course/Advanced Photography Course, I indicate that I have read this document, understand it's legal significance, and thoroughly understand the authorization that I am hereby providing and agree to be bound by it.