

**Mandatory Documents: Signature REQUIRED**

**CODE OF CONDUCT**

Dream Big Darling (“DBD”) and our team are excited to have you attend the Wine Speak Paso Robles (“Educational Summit”). You have been chosen because you exemplify what it means to be an industry professional.

We have worked hard over the years to build a positive reputation and to be a positive influence for the wine industry in which we all work, but as we all know a reputation is a fragile thing – unprofessional behavior by only one or a few people can damage what we’ve worked hard to build and maintain.

 Therefore we require that any person participating in the Educational Summit adhere to our Code of Conduct, which outlines a standard of behavior that will reflect positively upon you and DBD. This standard of behavior consists of – but is not limited to – the following:

 a. Public behavior: The Educational Summit is not a party; it is an educational and networking opportunity. As such, DBD expects you to behave in a professional manner. This means extending common courtesy to others, being gracious and using good manners at all times, keeping conversations polite and upbeat, and being respectful to other Educational Summit attendees and hosts. Further, you shall not engage in unwanted or inappropriate comments or actions of a sexual nature towards other attendees, hosts, or otherwise.

b. Attendance at events: DBD has funded the costs of food, wine, and our various hosts during the Educational Summit. While attending the Educational Summit, you are expected to attend all scheduled events and arrive on time in appropriate attire for the anticipated activities.

c. Social Media & Journalistic integrity: Your written or broadcast content regarding the Retreat should be accurate, factual, and free of bias or prejudice. If you are producing a review, you may naturally express your opinion provided that you clearly state that it is your personal opinion, and that you are not expressing such opinion in the capacity of representing DBD or its affiliates.

d. Dress: Please dress professionally and appropriately for all events and activities during the Educational Summit. In most cases, this simply means business casual attire, but please make note of the events and dress appropriately.

e. Attention during presentations: Hosts and panel members often have a lot of information and material to provide in a short time, so if a presentation is being given, please pay attention and do not use it as an opportunity to promote yourself or give advice, even if you have greater knowledge or experience than the presenter. If you want to discuss your own interests with the sponsor, host, or presenter, please wait until there is free time or follow up via email later.

f. Cell phone use: If you have a cell phone, please keep it on vibrate and do not take calls during events, activities and presentations. The only acceptable use of a mobile device is for live social media promotion of the sponsor/host/event or activity, but please check with the host first, and ensure that your use does not inconvenience other attendees.

g. Grievances and problems: At all events, members shall avoid making critical comments about hosts.

**ACCOMODATION EXPLANATIONS**

Each hotel room will have 2 double beds and guests will be paired.

**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

 The individual named below for myself, my personal representatives, my heirs, next-of-kin, insurers, successors, and assigns (referred to as “I” or “me”) desires to participate in certain activities hosted by Dream Big Darling, provided by Dream Big Darling, a California nonprofit corporation and all and each of their managers, licensors, lessors, concessionaries, and/or operators, and each of their officers, managers, partners, members, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (collectively, the “Released Parties”). As lawful consideration for being permitted to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

REPRESENTATIONS. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to participate in the Activities. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activities, I will immediately discontinue further participation in the Activities.

**ASSUMPTION OF RISK. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASED PARTIES. THESE MAY RESULT NOT ONLY FROM MY OWN ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, OR THE CONDITION OF THE FACILITIES, EQUIPMENT, ANIMALS, OR VEHICLES. FURTHER, THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR REASONABLY FORESEEABLE AT THIS TIME. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE RISK INVOLVED AND HEREBY AGREE TO ACCEPT AND VOLUNTARILY AND FREELY ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

RELEASE FROM LIABILITY. I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Released Parties, on account of injury, death, property damage, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activities, even if it is due to the negligence, injudicious act, omission, or other fault of the Released Parties or otherwise. I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. I additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW.

INDEMNITY. I shall defend, indemnify, and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activities.

COVENANT NOT TO SUE. I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Released Parties, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my participation in the Activities, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injury, loss, or damage sustained by me, other parties, or my (or others’) property in connection with the Activities, even if it is due to the negligence, injudicious act, omission, or other fault of the Released Parties. I waive my insurers’ right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the Released Parties.

PUBLICITY RELEASE. I hereby grant the Released Parties, without limitation, the right to use my name and likeness in connection with the Activities for any publicity without further compensation or permission.

GENERAL TERMS. This Agreement constitutes the sole and entire agreement of the Released Parties and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Released Parties and their respective successors and assigns. This Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by applicable law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in San Luis Obispo, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES, AND I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.**

**CANCELLATION POLICY**

I understand that scholarships are extremely limited. In the event that I am unable to attend the Educational Summit, I agree to pay a nonrefundable fee of $1,500.

In order to participate you MUST provide an electronic signature of consent and approval for this document. An accompanied survey will require you type and date your full name.