



# Terms & Conditions

## Code of Conduct

We are committed to creating a safe, productive, and welcoming environment that is inclusive and free from discrimination, regardless of race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other protected categories under applicable law.

All participants, including, but not limited to, attendees, speakers, volunteers, exhibitors, service providers, and all others must abide by the following policy:

### *Expected Behavior*

- Be considerate of those around you.
- Be respectful of others and their viewpoints that may be different from your own.
- Be collaborative with others.
- Be mindful of your words and actions.

### *Unacceptable behaviors may include, but are not limited to:*

- Offensive or unwanted behavior or language related to, but not limited to, race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, disability, veteran or marital status, or any other similar categories.
- Visual harassment, such as sexual images OR sexual language including in presentations, PowerPoint etc.
- Sexual harassment of any kind, such as unwelcome sexual advances or words/actions of a sexual nature.
- Wearing attire that includes harmful or offensive language or imagery that is not appropriate for a professional setting.
- Disruption of presentations during sessions or events organized by Railway Interchange exhibition or conference sessions.
- Abusive action directed at an individual, such as threats, intimidation, or bullying.
- Sharing your registration credentials with any other person(s).
- Making event content available to a competitor of Railway Interchange.
- Possession of a weapon or something that could be construed as a weapon.
- Possession or mention of illegal substances.

- Inappropriate comments or stalking of fellow attendees.
- Nudity is prohibited.
- Any other illegal activity not already covered above.

Railway Interchange has zero-tolerance for any form of discrimination or harassment, including but not limited to sexual harassment by participants or our staff at our meetings. If you are the subject of, or witness to any violations, you can contact us by sending an email to [info@railwayinterchange.org](mailto:info@railwayinterchange.org).

### *Consequences of Unacceptable Behavior*

Unacceptable behavior will not be tolerated and could result in debarment from current, and/or any future events. If a participant is found or reasonably believed to be engaging in unacceptable behavior, Railway Interchange may take any action they deem appropriate, up to and including expulsion from the event without warning or refund. If appropriate, local law enforcement may get involved.

### **Lead Retrieval**

By allowing an exhibitor to scan your badge you consent to Railway Interchange sharing your contact information with such exhibitors for the purpose of contacting you during or after the event and sending marketing communications. You will be subject to their communications and privacy policy and must opt-out with them directly if you choose not to receive communications. You are under no obligation to have your badge scanned by exhibitors if you do not wish to receive such communications.

### **Liability Waiver & Release**

In consideration of being allowed to register for, and participate in Railway Interchange, you hereby warrant and represent that you are age 18 or above and freely waive, release from liability, assume all risks, and covenant not to sue Railway Interchange or its members, employees, board members, agents, or volunteers for any expense, loss, damage, personal injury, including loss of life, illness, disability, property damage, or property theft or actions of any kind that you may hereafter suffer or sustain before, during, or after the event, unless said expense, loss, damage, personal injury, including loss of life, illness, disability, property damage or property theft or actions of any kind is caused by the sole, gross negligence of Railway Interchange. This Liability Waiver & Release is specifically binding upon your heirs and assigns and is knowingly given.

### **Photography & Video**

On occasion, you may be photographed, video-taped, or audio-taped in connection with Railway Interchange activities. As a participant of Railway Interchange, you agree that Railway Interchange is the sole owner of all rights in and to the resulting photographs, video footage and recordings, for all purposes related to Railway Interchange business (both now and in the future). Your name and likeness may be used by Railway

Interchange in advertising and promotional materials. Participants shall receive no compensation or royalties for appearance in any materials.

## **Data Privacy**

As part of your registration of Railway Interchange, Railway Interchange will share the data you provide Railway Interchange with third party vendors in order to process your registration, to make you aware of goods and services you may be interested in, to perform analytics on behalf of Railway Interchange, in connection with Railway Interchange and for such other purposes as Railway Interchange may approve from time to time.

You acknowledge personal information you provide may be used in accordance with our Privacy Policy.

## **Mobile App**

Your information may be uploaded and visible within the Railway Interchange mobile app.

## **General**

Railway Interchange reserves the right to change, amend, add or remove any of the Terms & Conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these Terms & Conditions should become invalid, the remaining will continue to be valid and apply. These Terms & Conditions apply to all event participants (attendees, speakers, sponsors, exhibitors).

The views expressed by any attendee, speaker, exhibitor, or sponsor are not necessarily those of Railway Interchange. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporate presentations, marketing collateral, and/or advertising.

## **COVID-19**

By registering for this event, you acknowledge that any interaction with the general public poses an elevated risk of being exposed to COVID-19. You further acknowledge that you will undertake all measures to protect your own health and well-being and those of others in attendance at Railway Interchange, such measures may include (a) wearing masks/facial coverings; (b) maintaining social distance; (c) washing/sanitizing hands frequently; (d) adhering to [Centers for Disease Control guidelines](#), and laws, ordinances and mandates in the locale of the conference; and (d) following any published COVID-19 safety guidelines for the event.

By attending the Railway Interchange, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold REMSA; RSSI; RSI; SmithBucklin Corporation; the Indiana Convention Center; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

### **Cancellation by Railway Interchange**

If for any reason beyond Railway Interchange's control Railway Interchange determines that the Railway Interchange 2025 must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Participant understands and agrees that Railway Interchange shall not refund the registration fees paid and that all losses and damages that Participants may suffer as a consequence thereof are their responsibility and not that of Railway Interchange or its directors, officers, employees, agents or subcontractors. Participants understand that it may lose all monies it has paid to Railway Interchange for participation in the Railway Interchange as well as other costs and expenses it has incurred, including travel, lodging, etc.

### **Communication Agreement**

By registering for Railway Interchange 2025, you agree to receive communication from Railway Interchange regarding the event, future events, and other promotion.