

## The Texas Chapter of APWA General Information

### General

The Texas Chapter of APWA is dedicated to providing a secure, pleasant and harassment free environment for participants in all of our events and conferences. All Attendees, Presenters and Exhibitors are required to comply with this Code of Conduct and to cooperate with APWA and event/conference staff in implementing and enforcing compliance with this Code.

### Acceptable Behavior

Attendees, Presenters and Exhibitors at Texas Chapter of APWA events are expected to conduct themselves at all times in a courteous, professional and respectful manner, and to refrain from language and behavior that might bring discredit upon themselves, their companies or agencies or Texas Chapter of APWA.

### Unacceptable Behavior

Prohibited conduct includes, but is not limited to, actions disrupting the businesslike atmosphere of a conference, harassment of any kind, discrimination, inappropriate language, failure to comply with all local, state, and federal laws, activities that endanger self or others, and failure to comply with instructions of convention/Texas Chapter of APWA staff. Harassment includes the use of abusive, offensive, or degrading language or visual images, intimidation, stalking, bullying behavior, harassing photography or recording, inappropriate physical contact, sexual imagery and unwelcome sexual advances or request for sexual favors.

### Consequences of Unacceptable Behavior

Attendees, Presenters and Vendors who do not comply with this code of conduct at any event will be subject to discipline ranging from removal from the event with no refund to being barred from attending future TX-APWA sponsored or co-sponsored events.

### What to do if You witness or are the subject of Unacceptable Behavior

If you have any concerns or wish to report violations of this Code of Conduct, please contact a member of the Conference Staff immediately. You may also report concerns by calling 214-444-9596 or email [TxChapterAPWA@outlook.com](mailto:TxChapterAPWA@outlook.com)

### Photo and Video Release

I grant to Texas Chapter of APWA the right to take photographs or video of me in connection with the Texas Chapter of APWA Public WorkShop and/or Annual Conference. I authorize Texas Chapter of APWA, its assigns and transferees to copyright, use and publish the same in print or electronically. I agree that Texas Chapter of APWA may use or reproduce such photographs with or without my name or biography and for any lawful purpose, including Texas Chapter of APWA educational, news or promotional material, whether in print, electronic or other media, including the APWA website

### Adult/Waiver Release

IN CONSIDERATION OF being allowed to participate in any way in the Texas Chapter of American Public Works Association (APWA) Public WorkShops or Annual Conference, the undersigned acknowledges, appreciates and agrees that: **1.** There is risk of injury from the activities involved in this Event, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of injury does exist; and **2.** I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE APWA OR OTHERS and assume full responsibility for participation and any damage arising out of my participation in the Event; **3.** I expressly relieve the APWA from any duty of care, which is or may be owed to me as a result of my participation in the event; and **4.** I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and **5.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Texas Chapter of American Public Works Association, its officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person(s) acting on its behalf as well as all other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors of premises used to conduct the event, and their officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on their behalf (Releasees), with respect to any and all injury, disability, death or loss or damage to personal property caused by participation in the Event, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

### Special Needs

If you need special services or equipment, pursuant to the Americans with Disabilities Act (ADA), please contact the Texas Chapter of APWA Administrative Services at 214-444-9596 or email: [TxChapterAPWA@outlook.com](mailto:TxChapterAPWA@outlook.com).

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO ASSERT A CLAIM OF NEGLIGENCE AGAINST RELEASES RELATING TO PARTICIPATION IN THE EVENT, BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Electronic Signature: