



## **AMBIT KICKOFF 2024**

### **TERMS AND CONDITIONS**

I, the individual named below, desire to participate in Ambit Kickoff (“Event”) provided by Ambit Holdings, LLC, a Texas Limited Liability Company (“Company” or “Ambit”) with offices located at 6555 Sierra Drive, Irving, Texas 75039. As lawful consideration for being permitted by the Company to participate in the Event, I agree to these Terms and Conditions and Release of Liability (“Terms”).

#### **Event Registration**

All attendees must register and pay to participate in the Event. The registration fee schedule can be found on the Ambit EventCenter website ([events.ambitenergy.com](https://events.ambitenergy.com)). Rates may vary depending on the date registered. The registration fee includes access to related events posted on EventCenter, except events that specify “Invitation Only.” You may edit your registration details until the date and time online registration closes. Space is limited and online registration is subject to close at the discretion of the Company.

#### **Ambit Kickoff “Ticket”**

The purchaser will not receive a physical or electronic “ticket.” A summary of the purchaser’s registration will be available online by logging in to registration. The Company will provide information about how attendees can check in to the Event online on the Ambit Energy EventCenter website in order to have access to the all-virtual meeting sessions. All attendees will be required to check in the day of the Event to be considered for potential attendee-only promotions.

#### **Registration Confirmation**

If the purchaser does not receive an email confirmation after submitting payment, or if the purchaser experiences any type of process error or service interruption after submitting payment, it is the responsibility of the purchaser to confirm with Ambit whether or not the online order was received. Ambit is not responsible for losses (monetary or otherwise) if purchaser fails to confirm finalized registration.

#### **No Refunds**

Registration fees are non-refundable. Attendees are not eligible for refunds after they complete the registration process. Please carefully review all the details of your registration before finalizing your transaction.

#### **Transfer Registration**

Registration is nonrefundable but may be transferred to another Consultant prior to the event. Registration can be transferred through the registration link on the Order Summary. You are responsible for confirming that your registration transferred completely and successfully.

#### **Video/Photo Recording**

All Simulcast attendees are strictly prohibited from videotaping, recording, photographing or digitally capturing any portion of Simulcast. All content, original material and speaker presentations are provided by the Company. Unlicensed recording, digital pictures, their use or distribution of any video content by anyone other than Ambit Energy staff is strictly prohibited.

#### **Indemnification And Covenant Not To Sue**

By accepting, you agree to defend, indemnify, and hold harmless Ambit Energy against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the event.



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By accepting, you hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Ambit Energy, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") arising out of or attributable to your participation in the event, whether arising out of the negligence of the Company or any Releasees or otherwise. You covenant not to make or bring any such claim against Ambit Energy or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

#### **Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of this Release and Waiver, or my or the Company's rights and obligations in connection with the Event shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **Release From Liability**

I, fully and forever, hereby irrevocably and expressly release, discharge, and hold harmless the Company and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Event, from any and all injuries (including death), losses, damages, claims (including, but not limited to, negligence claims and claims for property damage, person injury or death), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, whether foreseeable or not, in any jurisdiction throughout the world, directly or indirectly arising out of or in connection with my participation in the Event even if it is due to the negligence, carelessness, injudicious act, omission, or other fault of the Company.

#### **Force Majeure**

Ambit Energy will not be liable for any default or delay in the performance of its obligations, to the extent that such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of Ambit Energy such as, but not limited to: pandemic, fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties. Such event or circumstance giving rise to the default or delay is a Force Majeure Event.

**BY ACCEPTING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.**