



## **THE NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION, INC. EVENT ATTENDEE AGREEMENT, CODE OF CONDUCT, AND RELEASE**

*By registering for any National Motor Freight Traffic Association, Inc.® (“NMFTA”)® event or participating in any NMFTA programming, each event attendee and participant (“Participant”) confirms that they have reviewed and agree to abide by the following terms. Participant further agrees that participation in the event herewith is voluntary and Participant assumes complete responsibility for their actions.*

### **1. Anti-Harassment, Anti-Discrimination & Respectful Conduct**

NMFTA is committed to maintaining a safe, inclusive, and respectful environment for all Participants. NMFTA strictly prohibits any form of harassment, discrimination, or retaliation—whether verbal, physical, written, or digital—based on race, gender, age, disability, sexual orientation, religion, national origin, citizenship status, sex, or any other protected characteristic, during NMFTA meetings, events, or programming.

Prohibited conduct includes, but is not limited to:

- Offensive, abusive, or obscene remarks, jokes, gestures, or advances;
- Unwelcome physical contact (e.g., touching, pinching);
- Stalking, bullying, intimidation, or any behavior intended to threaten or demean;
- Sexual harassment, including unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature;
- Retaliation against individuals who report concerns or participate in investigations.

While NMFTA respects diverse perspectives and beliefs, each Participant is expected to avoid promoting personal religious, political, or ideological views during NMFTA meetings, events, or programs, in order to maintain an inclusive atmosphere for all.

### **2. Use of Organizational Content**

All data, materials, and other information, including standards developed by or for NMFTA, are the exclusive property of NMFTA and should be used only for their intended purposes, including professional benefit or improvement of industry practices. NMFTA materials may not be used—directly or indirectly—for personal benefit, to promote outside interests or businesses, or for any other commercial or financial gain. Use of such content for external purposes requires prior written approval from NMFTA.



### **3. Drug and Alcohol Use**

The use of illegal substances and excessive alcohol consumption during NMFTA meetings, events, or programs is strictly prohibited. Each Participant is expected to behave responsibly and ensure that their actions do not compromise the safety or well-being of others.

### **4. Behavior in Organizational Spaces**

Each Participant is expected to conduct themselves professionally and respectfully during all in-person and virtual NMFTA meetings, events, and programs. Disruptive or inappropriate behavior, including but not limited to offensive language, interruptions of programs, or disrespectful interactions, will not be tolerated.

### **5. Release and Waiver**

With respect to the actions of any third party at or during an NMFTA-sponsored meeting, event, or program that are alleged to cause loss, injury, or other damage to Participant or Participant's property, Participant releases from liability and agrees not to sue NMFTA and/or its directors, officers, employees, volunteers, and agents ("NMFTA and its agents") for claims or demands that arise from actions or omissions of the third party except to the extent such claim or demand alleges, or reasonably could independently allege, liability on the part of NMFTA and its agents. Participants agree to indemnify NMFTA and its agents for claims or demands against them to the extent these claims and damages arise solely due to the conduct of the Participants.

### **6. Photo and Video Release**

Participant gives NMFTA and any person, corporation or entity acting on behalf of NMFTA and on NMFTA's authority, the right, permission and license to publish, reproduce, distribute, and/or otherwise use any still or moving photographic image or likeness or sound recording of the Participant (jointly the "image"). The Participant waives all rights of inspection or approval with regard to any use of the Participant's image.

### **7. Violations & Accountability; Reporting Violations**

Violations of this Code of Conduct may result in disciplinary actions ranging from warnings to expulsion from the involved NMFTA meeting, event or program without refund, or restrictions on attendance at such future activities.



If an NMFTA Participant or event attendee believes that they have experienced or witnessed violations of this Code of Conduct, they should report the issue to NMFTA staff. All reports of misconduct will be taken seriously, investigated promptly, fairly, and thoroughly by NMFTA, and addressed appropriately to ensure the well-being of our community. NMFTA will take steps to resolve the issue in a confidential and timely manner. Retaliation against individuals who report violations or cooperate with investigations will not be tolerated.

**I HAVE READ AND UNDERSTOOD THIS EVENT ATTENDEE AGREEMENT, CODE OF CONDUCT, AND RELEASE AND ENTER INTO IT IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THE EVENT.**