

BY REGISTERING FOR AND ATTENDING THE EVENT, I HEREBY FULLY RELEASE, INDEMNIFY, AND HOLD HARMLESS [DELL TECHNOLOGIES AND ITS GROUP OF COMPANIES](#) (COLLECTIVELY THE "EVENT HOST"), THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, EMPLOYEES, AUTHORIZED REPRESENTATIVES, VENDORS, AGENTS, SPONSORS (INCLUDING VMWARE) AND CONTRACTORS (COLLECTIVELY WITH THE EVENT HOST, THE "RELEASEES") FROM ANY AND ALL ALLEGED AND/OR ACTUAL LIABILITY, CLAIMS, ACTIONS, LAWSUITS, DAMAGES, OR LOSSES ("CLAIMS") WHICH ARISE OUT OF OR RESULT FROM MY PARTICIPATION IN THE EVENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURIES, OR ILLNESS, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE). BY ATTENDING ANY IN-PERSON PORTION OF THE EVENT, I KNOWINGLY ASSUME THE RISK OF POSSIBLE EXPOSURE TO COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19, AND AGREE THAT I WILL NOT ATTEND ANY IN-PERSON EVENT ACTIVITIES IF I HAVE BEEN DIAGNOSED WITH, EXPOSED TO OR AM EXPERIENCING SYMPTOMS OF COVID-19 OR ANY OTHER SERIOUS COMMUNICABLE DISEASE.

I agree that Event Host may perform health screenings, **including but not limited to temperature screening, requiring proof of negative test results, and/or requiring proof of vaccination**, prior to permitting me entrance into any in-person Event activities. I will abide by any additional health measures required by Event Host in its sole discretion, which may include masks and/or social distancing. I agree that Event Host may record, take photographs at and/or videotape the Event, and such images and recordings may capture my likeness, including but not limited to my voice and statements. I agree that Event Host may use and edit such images and recordings, including my likeness, in any media, and distribute, broadcast, use, or otherwise globally disseminate, in perpetuity, such media without any further approval from or payment to me. Any log in credentials, name tags or badges, materials, or replays of the Event are provided only for my use and should not be forwarded or shared with third parties. [INCLUDE ONLY IF APPLICABLE: I agree to visibly wear any Event Host issued badge during the Event while on Event premises. I further agree that Event Host may collect information related to my attendance of event sessions, programs, or onsite conversations that may be collected via a radio frequency identification (RFID) and Bluetooth Low Emission (BLE) chip inserted in my event badge, and that Event Host may use this information for its business and/or for advertising purposes, and may provide the information to any authorized representative or Event exhibitor with whom I have scanned my badge. However, I acknowledge that I have the right to request a badge with a deactivated RFID and BLE chip.] All materials, including all videos and audio files that are part of or provided in connection with the Event are protected and owned, controlled or licensed by Event Host. I understand that I am restricted from taking photographs, audio recordings, and/or video of the Event. I understand that any virtual aspects of the Event may require me to download or use third party software ("Event Software"). I understand that the Event Software may include a feature that allows documents and other materials or messages I exchange or share during the session to be recorded. The Event Host has no control over the Event Software or associated websites and makes no warranty as to the accuracy of the information contained on those websites.

THE EVENT AND EVENT SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS BY THE EVENT HOST AND THE EVENT HOST MAKES NO EXPRESS WARRANTIES THAT THE EVENT OR EVENT SOFTWARE IS OR WILL BE COMPLETE OR UNINTERRUPTED OR FREE FROM ERRORS, VIRUSES, MALWARE OR ANY OTHER HARMFUL CODE. I agree not to perform any actions that would be disruptive to other attendees, damage the conference facility, or otherwise interfere with any aspect of the Event. If

I do so or otherwise conduct myself in an unprofessional manner, as judged solely by the Event Host, I may be removed from the Event, and I will not be entitled to a refund and may suffer additional consequences including, but not limited to, being banned from future events and other legal actions.

I ACKNOWLEDGE THAT THIS IS A LEGAL AGREEMENT WHICH AFFECTS MY LEGAL RIGHTS AND OBLIGATIONS; THAT I HAVE READ AND UNDERSTAND THE TERMS HEREOF; AND THAT I HAVE BEEN AFFORDED THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF MY OWN CHOOSING IF I SO DESIRE. BY REGISTERING FOR THE EVENT, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY AGREE TO THIS WAIVER AND RELEASE.