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#### Introduction

This document sets out the terms and conditions between the Academy of Consultation-Liaison Psychiatry, Inc. ("ACLP") and you when you register for any event or conference organized by ACLP. By registering for an event or conference organized by ACLP you are agreeing to comply with these terms and conditions. You should read this document carefully. These terms and conditions are available in the English language only and this document is current as of August 2, 2022.

#### Acceptance of policies and registration conditions

These ACLP Event Registration Terms & Conditions (the "Terms & Conditions") apply to all ACLP events. Before you can complete your registration, you must acknowledge and accept the Terms & Conditions contained herein. Should you not wish to accept the Terms & Conditions you should not register. Submission of a registration is regarded as affirmation of your acceptance of these Terms & Conditions.

#### Participation policy

ACLP has adopted the American Psychiatric Association's (APA) policy of promoting an environment of mutual respect, well-being, and collegiality at its meetings. ACLP values and benefits from the diverse opinions its members hold on the issues with which the Academy and the psychiatric profession are confronted. All individuals at the meeting agree to conduct themselves in a manner appropriate for health care professionals. This includes respect for the intellectual property of others, proper display and use of meeting badges, and the avoidance of aggressive or inappropriate behavior towards others. Individuals participating in ACLP sponsored meetings agree to listen respectfully to all views presented, be courteous to others regardless of whether you agree or disagree with the views presented, and to exhibit the professionalism and collegiality expected of psychiatrists. If an individual believes that these rules have been violated or acceptable social decorum has otherwise been breached, s/he shall contact ACLP staff to



help with the situation. ACLP reserves the right to remove meeting access rights of any individual violating this policy and will not provide a refund. By registering for this meeting, you agree to abide by this policy. © 2017 American Psychiatric Association.

### **Nondiscrimination policy**

ACLP prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

#### Harassment

The ACLP values, supports, and respects its members and activity attendees. As such, it is the policy of the ACLP that all attendees (members and non-members) at ACLP hosted meetings, events and activities (including all interim meetings, committee/task force activities etc.) are expected to exhibit respectful, professional and collegial behavior. In its role as a professional organization, ACLP is dedicated to providing a safe and productive experience for all participants and attendees at ACLP sponsored events, while at the same time fostering the free exchange of scientific ideas. To further this aim all participants should exercise sensitivity, consideration and respect in both speech and actions and should remain mindful of their fellow participants and their surroundings.

The ACLP is committed to a zero-tolerance policy. The ACLP does not tolerate discrimination or harassment regardless of sex, race, color, national origin, religion, age, disability (physical or mental), ancestry, marital status, sexual orientation, or any other class protected by federal or state laws. It is committed to enforcing this code of conduct at all ACLP sponsored events and activities. It is the intent of the ACLP to provide an equal opportunity to all participants and to protect participants from potential harm or threat of harm.

#### **Definition**

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that shows aversion or bias towards any person because of gender, race, national origin, religion, age, disability (physical or mental), ancestry, marital status, sexual orientation, or any other characteristic which has the intent or effect of creating an intimidating, hostile, or offensive environment; has the impact of unreasonably interfering with an individual's participation in meetings or proceedings.

Harassing conduct includes but not limited to epithets, slurs or negative stereotyping; threatening, intimidating, denigrating or hostile acts; denigrating jokes in any form (verbal, pictorial, written, electronic, graphic material).

#### **Sexual Harassment**

Sexual harassment is a form of discrimination. Sexual harassment is unlawful and is absolutely prohibited. The ACLP policy regarding sexual harassment includes:

- 1. Making unwelcome sexual advances, requests for sexual favors or other verbal, physical or visual conduct of a sexual nature;
- 2. Creating an intimidating, hostile or offensive environment;
- 3. Misusing or abusing hierarchical relationships to achieve sexual favors;
- 4. Explicit proposals, sexual innuendo, suggestive comments or gestures.



Any harassment, including sexual harassment, or any other forms of discrimination are unacceptable and will not be tolerated.

### **Policy and Procedures**

As noted above, it is the policy of the ACLP that our members and all attendees of ACLP-hosted meetings, events and activities (including all interim meetings, committee/task force activities etc.) are expected to exhibit sensitive, respectful, professional and collegial behavior. This expectation applies to any type of harassment, including sexual harassment, which has additional levels of stricture afforded by state and federal laws.

Any concerns regarding events, incidents or occurrences outside of ACLP events and activities should be reported to the appropriate agency which may include boards, government agencies, or review panels within clinical or academic settings or other professional societies.

#### **Action**

If a question or questionable activity arises, or a concern is raised, please contact the current chair of ACLP's Standards & Ethics Subcommittee, Hindi Mermelstein, MD, FACLP, at hmermelstein@gmail.com.

#### Confidentiality

All proceedings should and will be kept as confidential as is practical while keeping within the policy and the law.

Those complaints which are applicable to the ACLP will be handled in a sensitive manner throughout the process, to the limit possible. For instance, even when the investigation necessitates interviewing potential witness, we will continue to strive to maintain privacy and to be sensitive to confidentiality concerns.

Those complaints which are to be referred to other agencies and governing bodies will be once again handled discreetly while following the policy and procedures of the accepting body.

#### Retaliation

Retaliation for complaints of inappropriate conduct or harassment are also considered harassment and will not be tolerated. Retaliatory behavior will be investigated in a similar manner to initial complaints.

#### **Assent to Policy**

By becoming a member, renewing membership, or participating in ACLP activities whether connected to the annual meeting or those occurring throughout the year, there is understanding, acceptance and assent to comply with these policies.

#### How we will use your information

ACLP is committed to data privacy and protecting your personal information. Information on how ACLP collects, processes, and uses your data is included in <u>ACLP's Privacy Policy</u> which is hereby incorporated into these Terms & Conditions. A valid email address is required for all registrations. ACLP uses the personal data you provide with your registration for administering your participation in this event. This may include



information about the event's content, event logistics, payment, updates, and additional information related to the event.

#### Liability waiver & release

In consideration of being allowed to register for, and participate in the event, 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 ACLP 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 ACLP. This Liability Waiver and Release is specifically binding upon your heirs and assigns and is knowingly given.

### **Assumption of Risk**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly from person-to-person contact. As a result, health authorities recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Governmental restrictions may change at any time without prior notice. As such, ACLP cannot guarantee eligibility to travel or to participate in ICPE 2022 if restrictions change. Additionally, if conference attendees choose to attend the conference and enter onto the Hilton Atlanta premises or other ACLP-contracted site premises, they may be exposing themselves to and/or increased risk of contracting or spreading COVID-19.

ACLP and its officers, officials, directors, instructors, contractors, agents, employees, and any other representative and the Hilton Atlanta will seek to implement preventative measures to reduce the spread of COVID-19 consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19 which may include, but not be limited to, health questionnaires for all conference participants, mask-wearing to cover mouth and nose, sanitation procedures, and physical distancing measures at the Hilton Atlanta and during the conference.

By registering for ICPE and checking the acknowledgement to ACLP policies, terms and conditions, I, on my behalf and on behalf of each individual included in this registration ("Registrant"), acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that we may be exposed to or infected by COVID-19 by accessing the conference in-person and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

As such, I accept the terms of this Assumption of the Risk and Waiver of Liability. Registrants understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Entities, Bella Convention Center, their respective employees, agents, contractors, volunteers, and other conference participants.

Finally, Registrants acknowledge that no promises, representations, or affirmations of fact were made to me concerning the safety or danger associated with traveling to the conference or participating in any activity or interaction related to or associated with the conference.



### Service as an invited speaker

If you agree to speak at an ACLP sponsored event, we will share your contact and biographical information with event attendees. We typically request a photograph to accompany your profile. For most of our meetings, we post on the respective event website information such as your name, employer, physical work address, work email, as well as a link to your company website and/or professional LinkedIn page available to the public. We share your details so that we may promote your expertise in the subject matter on which you are presenting, and also so that visitors to the event website, including event attendees and speakers, can contact you with questions and requests for more information, and to provide feedback if needed. Additionally, speakers may be asked to complete a release agreement or copyright form prior to their presentation.

### Usage of photographic and video material taken at ACLP events

To comply with global data privacy laws, ACLP imposes certain restrictions on the use of multimedia at its events (e.g., photography, video, audio, online streaming, and all future mediums). An attendee is permitted to use hand-held cameras and/or smartphones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed, or otherwise commercially exploited in any manner whatsoever without ACLP's prior permission.

ACLP may hire professional service providers (photo/video/streaming/audio) to document and display the event experience. ACLP may also use social media (e.g., Twitter) to: (i) post real-time photos and videos to its social media feeds; and (ii) display select submissions from those feeds on monitors throughout the event venue. Attendees and sponsors are encouraged to capture their event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or ACLP. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the attendee.

By attending the event, you acknowledge and agree as follows: (a) ACLP may edit and use footage it captures at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business and your image may feature; and (b) due to the prevalence of mobile recording devices in today's world, ACLP disclaims all liability for the capture of your image in any multimedia format by other attendees at the event. ACLP does not provide compensation for the use of images, in which you may appear, captured at any of our events.

### General

You acknowledge that the venue, timings, speakers and program of any ACLP event are subject to reasonable changes. Please ensure you take care of your personal possessions during any ACLP event as ACLP cannot accept any liability for their loss or damage.

ACLP reserves the right to change, amend, add or remove any of the above Terms & Conditions in its sole discretion and without prior notice, for example, to reflect changes in relevant laws or regulatory requirements, or improvements we make to ACLP events. If one or more of the conditions outlined in these



Terms & Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all event participants (attendees, speakers, sponsors, exhibitors).

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

This agreement shall be governed by and construed in accordance with United States law and the parties agree that US courts shall have non-exclusive jurisdiction in relation to this agreement.