

- **General Disclaimer:** All attendees and participants are reminded that there are ongoing issues related to the COVID-19 pandemic. While the Texas Governor has removed mask requirements and vaccinations are progressing, the virus concerns still remain. As such, attendees and participants are advised if they have concerns they should take whatever precautions they feel are necessary to protect themselves including hand sanitizer, masks, face shields, etc. By attending a TSTCI event, attendees and participants do so with knowledge that others at the hotel, in the community and at the event could be a carrier of the virus and their attendance is conditioned on their assumption of any risks. Furthermore, attendees and participants agree not to hold TSTCI, its sponsors, or other attendees liable.
- **Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. ATTENDEES AND PARTICIPANTS TOTAL AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AGGREGATE FEES PAYED BY ATTENDEE OR PARTICIPANT TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE ACCRUAL OF ANY LIABILITY OF ATTENDEE OR PARTICIPANT TO PROVIDER AND WRITTEN NOTICE BY PROVIDER TO ATTENDEE OR PARTICIPANT OF SAME.