

**Program:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

The undersigned attendee (sometimes referred to as "I", "my" and "me") acknowledges and agrees as follows:

- 1) **Confidentiality.** The Program described in this Attendee Agreement ("Agreement"), which is organized and produced by Trial Guides, LLC ("Trial Guides"), includes the disclosure of confidential and proprietary trade secrets by the Presenter (as the term "Presenter" is defined above) (collectively, "Confidential Information"), including but not limited to tactics, strategies, approaches, techniques, know-how, resources, and information of interest and usefulness to trial attorneys who represent plaintiffs in litigation, whether such Confidential Information is disclosed directly or indirectly, and whether disclosed orally, in writing, and/or in other media. I acknowledge and agree that
  - a) I will hold the Confidential Information in strict trust and confidence at all times;
  - b) I may use the Confidential Information only in my own trial practice but for no other purpose whatsoever;
  - c) I will not disclose the Confidential Information to any other person or entity at any time or for any purpose; and
  - d) I will not prepare or participate in the publication of media products or services of any kind whatsoever embodying the Confidential Information.
- 2) **No Photography or Recording by Attendee.** I further acknowledge and agree that I will not make, and/or cause anyone else to make, any photographic images and/or audio, visual, and/or audiovisual recording of the Program by any means or media whatsoever, including but not limited to photographic, audio-recording and video-recording devices of any kind, such as, by way of example only and not by limitation, cellphones, smartphones, personal digital assistants, tablet computers, and/or laptop computers.
- 3) **Release and Consent.** I acknowledge and agree that Trial Guides shall have the right to make and generally exploit photographic images, audio recording and/or audio-visual recordings of the Program in any and all media now known or hereafter devised (collectively, "Program Recording"), and shall exclusively own and control any and rights in and to the Program Recording, including all right under copyright, trademark and other intellectual property rights, in any and all languages, throughout the world, and in perpetuity. I further acknowledge and agree that such Program Recordings may include incidental use of my name, voice, image and likeness. I expressly consent to any and all such uses of my name, voice, image and likeness by Trial Guides and its licensees,



## ATTENDEE CLE AGREEMENT

successors and assigns, and I waive any right to compensation and any other rights that I may be entitled to assert by reason of such incidental use of my voice, image and likeness.

- 4) **Assurance.** I represent and warrant to Trial Guides and Presenter as follows:
- a) I am a full time civil plaintiff lawyer and / or criminal defense lawyer;
  - b) if I practice in a firm, all members of the firm are also full time plaintiff lawyers;
  - c) my firm and I do not represent insurance companies or self-insured civil defendants;
  - d) I am authorized to sign this Agreement on my own behalf and on the behalf of my firm, and my signature will bind me and the members of my firm;
  - e) the exclusion of this Agreement and the performance of my obligations under this Agreement will not result in the breach of any obligation to any third party or otherwise infringe, impair, or interfere with any rights of any third party;
  - f) I acknowledge and agree that the terms and conditions of this Agreement, including the foregoing representations and warranties, are material inducements on which Trial Guides and Presenter are relying in permitting me to attend the Program; and
  - g) I acknowledge and agree that if I have misrepresented my status as a full-time plaintiff lawyer, I will be reported to the state bar(s) to which I am admitted, and I hereby consent to the maximum disciplinary action available in my state(s) of practice for an international misrepresentation in connection with the practice of law.
- 5) **General Provisions.** Regardless of when signed, this Agreement shall be effective as of the opening session on the first date of the Program. I agree to comply with other terms and conditions as announced by Trial Guides in connection with the Program, including but not limited to the payment of applicable enrollment fees, cost of books and other materials that I choose to purchase, charges for food and accommodations, and other posted costs and charges. Regardless of the place of its physical execution, this Agreement shall be interpreted, constructed, and governed in all respects by the laws of the State of Oregon. This Agreement is the entire agreement of the parties regarding the subject matter hereof and may not be modified or altered except by written instrument signed by the party to be charged. If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions. This Agreement shall be binding on and inure to the benefit of (a) the heirs, executors, administrators, successors and assignees of the undersigned attendee; and (b) the successors, assignees and licensees of Trial Guides and Presenter.

Agreed and confirmed:

\_\_\_\_\_  
Signature of Attendee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Attendee

\_\_\_\_\_  
Print Name of Attendee's Firm