

## Rules and Regulations

For your planning and protection, please read these carefully. In addition, plan to share this information with your on-site booth personnel.

### **A. THE FOLLOWING PRACTICES ARE EXPRESSLY PROHIBITED:**

1. Canvassing or distribution of any materials outside the exhibitors' assigned space (includes hotel rooms or meeting space)
2. The use of billboard advertisements and/or display of signs outside the exhibit area
3. Publicizing and/or maintaining any extracurricular activities, inducements, demonstrations or displays, away from the exhibit area during hours of the scientific program or exposition
4. Entry into another exhibitor's booth without permission
5. Photographing or examining another exhibitor's equipment without permission
6. Use of television equipment without permission from show management
7. The playing of radios and/or music during show hours at a volume level distracting to neighboring exhibitors
8. Videotaping without permission from show management
9. Subletting of space to another business, firm, or organization; parent or subsidiary companies accepted
10. Use of the College insignia
11. Hookup of X-ray machines to full current use, as for radiographic purposes
12. Demonstrations of extremely noisy or distracting apparatus
13. Demonstrations and/or entertainment in hospitality suites, during the hours of the educational sessions
14. Dismantling of displays prior to the exhibition's close
15. Defacing any part of the exhibit building, booth equipment, show equipment, or show decor
16. Any other behavior deemed inappropriate or detrimental to ACSM or other exhibitors
17. Demonstrations and/or product sampling **MUST** take place in an exhibitor's booth and not in aisle ways. Booth personnel are not allowed to follow, harass, or disturb attendees. Violators will be removed from the show floor. In the event of such removal, ACSM is not liable for any refund of rental fees, any other exhibit-related expense, or any loss to the exhibitor, including but not limited to, lost profits.
18. Products/services that will be displayed in the exhibit hall must be listed on the application. Products and/or services not listed on the application may not be exhibited without prior approval from show management.

ACSM reserves the right to remove exhibitors and their accompanying exhibit material from the show floor in the event that an activity or presentation of product is deemed, in ACSM's sole discretion, inappropriate or detrimental to the professional nature of the exhibition.

Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or libel fellow exhibiting companies, member companies, ACSM or the employees of aforementioned organizations, or engage in other activities detrimental to the event.

If exhibitors do engage in any prohibited conduct, ACSM reserves the right to cancel the exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned.

In-line exhibits or displays must not obstruct the view or interfere with the displays of neighboring exhibits.

Signs, decorations and exhibitor's equipment must not extend above the back wall or along the divider panels in a manner that would obscure the view of adjoining booths.

Regardless of the number of linear booths utilized, (e.g., 10' x 20', 10' x 30', 10' x 40', etc.) display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors.

## **B. FIRE, SAFETY AND HEALTH**

The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety and health. No flammable decorations such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, etc., must be removed from the floor by 12:00 p.m. on Wednesday, May 31, 2023. All muslin, velvet, silken or other cloth decorations must stand a flame proof test as prescribed by fire ordinances. All materials and fluids which are flammable are to be kept in safety containers.

## **C. LIABILITY AND INSURANCE**

Although security personnel will be on duty during non-exhibit hours, it is expressly agreed that ACSM and/or the Colorado Convention Center and Freeman may take reasonable precautions against damage or loss by fire, water, storm, strikes or other emergencies, but by doing so do not guarantee or insure the exhibitors against loss. All property of the exhibitor remains under his/her custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither ACSM, its service contractors, the management of the Colorado Convention Center, nor any officers, staff members, or directors of same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes.

The exhibitor agrees to indemnify and hold harmless the American College of Sports Medicine, the Colorado Convention Center and Freeman, including the officers, directors, employees, members, and agents of each, from any and all damages, liability, expense (including attorneys fees) out of; (i) the occupancy of space by the exhibitor, or the exhibitor's agents or servants, (ii) any fault or negligence by the exhibitor and/or, (iii) any failure on the exhibitor's part to comply with any of the covenants, terms and conditions, herein contained, or otherwise, in each case whether or not such damages, liability, and expense, are caused by or due to the failure of the Colorado Convention Center and Freeman and/or ACSM to perform any of the covenants herein, expressed or implied. Upon signing the application, the exhibitor expressly releases the foregoing institutions, individuals, and committees from any and all claims for loss, damage, or injury.

A certificate of insurance naming ACSM and the Colorado Convention Center as additional insureds for the dates of the event must be provided to ACSM by the time final payment is made. Exhibitors will not be allowed on the show floor without a certificate of insurance on file.

Addresses:

ACSM  
401 W. Michigan Street  
Indianapolis, IN 46202

Colorado Convention Center  
700 14<sup>th</sup> Street  
Denver, CO 80202

ACSM shall not be held liable for failure to hold ACSM's Annual Meeting as scheduled.

#### **D. LABOR**

Exhibitors are required to observe all contracts in effect between ACSM, service contractors, hall and the labor organizations involved.

#### **E. APPLICATION FOR SPACE**

Once exhibit space is assigned, and after exhibitors are notified in writing, the application is considered a contract. The acceptance of the deposit which accompanies the application for space does not constitute acceptance of the application. ACSM reserves the right to refuse exhibiting companies it deems a detriment to the success of its exhibition. Certifying bodies will be prohibited from exhibiting unless an educational partnership with ACSM has been established. ACSM reserves the right to make adjustments in booth assignments deemed necessary. ACSM reserves the right to reject any applications for space, in ACSM's sole discretion (with or without cause).

#### **F. CANCELLATION AND TERMINATION**

ACSM may cancel any accepted application and terminate an assignment of space (i) for cause, at any time, or (ii) without cause not less than 60 days prior to commencement of ACSM's Annual Meeting.

Cancellations made after April 15<sup>th</sup> will result in loss of full booth fee.

#### **G. IMAGE/LIKENESS/VOICE RELEASE**

I understand and agree that, as a result of participating in ACSM's Annual Meeting, my image, likeness or voice may be recorded by photography, video or other medium. I hereby grant irrevocable and unrestricted permission to ACSM and its representatives or assignees to use my image, likeness or performance in any medium and for any purpose. I hereby waive any right to inspect or approve such use or materials. Your submission of the application form acknowledges acceptance of these terms.

