INDEMNIFICATIONS
Sponsor shall indemnify, defend, and hold Viewpoint and its directors, officers, employees, and agents harmless from any and all claims, demands, suits, liabilities, damages, losses, costs (including reasonable attorneys’ fees and expenses) which result from or arise out of Sponsor’s or its employees or agent’s participation at the Event. Except that the foregoing indemnity shall not apply, and Sponsor shall not be liable for, any of the same which result or arise from gross negligence or willful misconduct of Viewpoint or its employees or agents.

LIMITATION OF LIABILITY
Except for Sponsor’s indemnification obligations under Section 7, neither party shall in any way be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages in any way arising out of or relating to this Contract, regardless of the form or theory of action and even if advised of the possibility of such potential loss or damage. Except for Sponsor’s indemnification obligations under Section 7, in no event shall either party’s liability exceed amounts paid by Sponsor to Viewpoint hereunder.

VIOLATION OF RULES AND REGULATIONS
Any violation of the terms and conditions of this Contract or other rules or guidelines that Viewpoint provides or makes available to Sponsor in connection with this Event, may result in the termination of the Sponsor’s participation in the Event. Termination for breach of this Contract by Sponsor will result in forfeit of all monies paid.

GOVERNING LAWS
This Contract is governed by the laws of the state of Oregon. Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Portland, Oregon.

VIEWPOINT PARTNERS
If the Sponsor is a member if a Viewpoint partner program, Sponsor must be current on all program fees payable under the partner program in order to sponsor at the Event.

PAYMENT
Viewpoint will submit an invoice to Sponsor for the sponsorship fee upon execution of this Contract. Sponsor agrees to pay the invoice upon receipt. If payment is not received by September 1st, 2020, Viewpoint reserves the right to cancel Sponsor’s participation in the Event.