

Fortinet, Inc.
Accelerate 2025
General Liability and Release Waiver Agreement

By clicking the checkbox, you (referred to herein as “Participant”) hereby acknowledge and agree, on behalf of yourself and your guests, to voluntarily participate in Fortinet’s Accelerate 2025, (hereinafter “Accelerate”), on the terms stated below. BY CLICKING THE CHECKBOX YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE AGREEING TO THE TERMS HEREIN. IF YOU DO NOT AGREE TO ANY OF THE TERMS HEREIN, DO NOT CLICK THE CHECKBOX AND CONTACT FORTINET LEGAL IN WRITING AT LEGAL@FORTINET.COM TO REQUEST CHANGES TO THIS AGREEMENT.

Safety First, Compliance with Laws and Reasonable Policies. First and foremost, please stay safe and use common sense and professionalism at all times.

Participant agrees at all times to handle himself or herself in a prudent, responsible, safe, and professional manner and to comply with all applicable laws and all reasonable policies of Fortinet and the applicable hotel. By way of example only, Participant is responsible to ensure full compliance by Participant with any and all applicable criminal, civil, immigration, customs or excise laws. As another example, Participant is responsible to ensure he or she acts responsibly, professional and in a safe manner at all times. Participant understands and agrees that Fortinet reserves the right to cancel Participant’s participation in Accelerate, at any time and without refund or any additional compensation, in the event Participant violates any of the terms of this Agreement.

Compliance with Participant’s Employer’s Policies. If Participant is attending Accelerate on behalf of his or her employer, then Participant hereby represents that he or she has fully disclosed the nature of this event to the appropriate people at his or her employer, and has ensured his or her participation (including any applicable expenses subsidized by Fortinet, such as hotel costs) in Accelerate on these terms does not violate any policy of his or her employer or any law, and, to the extent required by his or her employer’s policies, has ensured that his or her employer has approved of Participant’s participation in Accelerate.

Confidentiality. To the extent any confidential or proprietary information is shared with Participant at Accelerate, Participant hereby agrees to keep such information confidential, not to disclose such proprietary or confidential information to any third parties, and not to use such proprietary or confidential information for any purpose except for the purpose provided or as expressly approved by Fortinet in writing in advance.

Release and Indemnification; Limitation of Liability.

Participant, shall be liable for, and release and indemnify in full Fortinet (its affiliates, directors, officers, employees, agents, contractors, and representatives, collectively referred to in this section as “Fortinet”) from any and all liability, fines, penalties, costs or expenses (including attorneys’ fees) incurred by, or imposed on, Fortinet related in any way to Participant’s or Participant’s guests violation of any of the terms of this Agreement or related in any way to any willful or negligent act or omission on the part of Participant or any third party. FORTINET SHALL NOT BE LIABLE FOR INJURY, DEATH, ILLNESS, DAMAGE, OR OTHER LOSS TO PERSON OR PROPERTY, OR ANY OTHER CLAIM BY PARTICIPANT OR ANY OTHER GUEST TO THE EXTENT CAUSED BY ACT OF GOD, THIRD PARTY (INCLUDING, AMONG OTHERS, THE HOTEL AND ITS THIRD PARTY CONTRACTORS), WAR, TERRORISM, CIVIL COMMOTION, LABOR TROUBLE, GOVERNMENT INTERFERENCE, WEATHER, STORMS, PERILS OF THE SEA, FIRE, THEFTS OR ANY OTHER CAUSE BEYOND FORTINET’S REASONABLE CONTROL, OR ANY ACT OR OMISSION NOT SHOWN TO BE CAUSED BY FORTINET’S WILLFUL MISCONDUCT. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL FORTINET BE LIABLE TO PARTICIPANT OR ANY GUEST FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR WILL FORTINET’S ENTIRE LIABILITY EXCEED THE FEES PAID BY ATTENDEE FOR THE EVENT.

THIS AGREEMENT IS INTENDED TO BE VALID AND ENFORCEABLE IN ITS ENTIRETY, BUT, IN THE EVENT ANY SECTION OF THIS AGREEMENT IS HELD VOID OR UNENFORCEABLE, THE REMAINDER OF THE AGREEMENT SHALL BE VALID AND ENFORCEABLE AS IF A SEPARATE AGREEMENT.