

## Legal Disclaimer

### Flagstaff Oktoberfest Festival Photo Policy

By attending the Flagstaff Oktoberfest Festival (the "Festival"), you consent to being filmed and or photographed, whereas your image, voice, and likeness may be used by the Festival producers for promotional purposes. Any photography taken at the Festival, whether in digital or analog format, is subject to mandatory, non-exclusive license to the Festival producers for use in Festival promotional purposes. Any artwork or performances sponsored by the Festival or taking place on Festival grounds is also subject to a mandatory, non-exclusive license to Festival producers for use in Festival promotional purposes. No videotaping is allowed.

## TICKET PURCHASE AND FESTIVAL TERMS AND CONDITIONS

### Risk Statement

There are risks involved in any Event. By going to the Event, you assume all risks incidental to the Event and release Event Management, Eventbrite, Peak Events, LLC, City of Flagstaff and their respective affiliates from all claims related to or arising out of the Event or your presence at the Event. The ticket you hold is subject to all applicable policies of the Management of the Event. This ticket is a revocable license to enter the Event at the date and time listed on the front. What that means is that Management reserves the right, without paying a refund, to refuse entry or eject you if you are not complying with all Management policies applicable to the Event.

The Event date and time is subject to change. Performing artists and times are subject to change. Resale and/or transfer of the ticket may be prohibited by Management's policies, and if so, any such resale and/or transfer is void to the maximum extent allowed by applicable laws. Any such unauthorized resale and/or transfer may result in refusal of entry without refund. Tickets not obtained directly from Management may be lost, stolen, counterfeit or invalid, in which case they will not be honored. This is further outlined in the following disclaimer.

### AGREEMENT

Any purchase or possession of tickets (including wristbands, the "Ticket(s)") for the Flagstaff Oktoberfest Festival (the "Festival") constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein, by you as either the purchaser, custodian or bearer of the Ticket(s) (hereinafter referred to as "You" or "Your"). You further acknowledge and agree that Peak Events, LLC and its authorized contractors may, from time to time, modify, add, remove, supplement, amend, update or otherwise revise any or all of the terms and conditions contained herein from time to time, without advanced, direct or individual notification to you (collectively "Revise or Revision(s)") and which Revisions shall, at the sole and absolute option of Peak Events, LLC, relate back to the date of purchase. Peak Events, LLC shall have the right to periodically Revise all or some of the terms or conditions specified herein by posting such Revisions on the festival's website located at <http://www.flagstaffblues.com> (the "Site"). If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

### REVOCABLE LICENSE

Your Ticket shall at all times be deemed a revocable license issued by Peak Events, LLC, as the licensor hereunder or its respective designee(s) ("Peak Events, LLC" and sometimes also

referred to as, “we,” “our” or “us”) for the sole purpose of accessing the venue which the Festival is scheduled to occur (the “Venue”) and for attending the Festival (the “License”). The License may, at the sole and absolute option of Peak Events, LLC, be revoked at any time by Peak Events, LLC with or without additional notification to You, which includes denying You access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by Peak Events, LLC or its contractors.

#### LOST, STOLEN OR DESTROYED TICKETS.

Peak Events, LLC, its processors and agents assume no legal, financial or other liability whatsoever for any lost, stolen, destroyed or mislaid Tickets. Following the delivery of Your Tickets, You assume 100% risk of loss relating to the Tickets, including any risks of loss associated with lost, stolen, mislaid, or destroyed Tickets.

#### NO RESALE.

Tickets purchased by You are intended for personal use only. If You obtain Your Ticket(s) from any unauthorized source(s), You fully assume all risks associated with such Ticket(s), including that such Ticket(s) may have been reported lost or stolen or that such Ticket(s) may be counterfeit and in all cases, such Ticket(s) shall be voidable and dishonored by Peak Events, LLC with or without advanced notification to You. You agree that the resale, or the attempted resale by You of any Ticket at a price greater than the face value is strictly prohibited and constitutes a violation of these terms and conditions. In such cases, including any profiting by reselling, trading, or brokering Tickets purchased through the Site, Peak Events, LLC shall have the right to cancel all or part of the applicable ticket order or may, at Peak Events, LLC sole option, elect to put all or part of Your order and all or part of other pending orders in Your name at Will Call. If Peak Events, LLC cancels Your tickets, a refund for the face value of the tickets, minus a \$25 per ticket processing fee, will be issued to the purchaser of record and no other service, processing, or shipping fees shall be refunded. Peak Events, LLC reserves the right to cancel Your order(s) without notification for violating or the suspected violation of the terms and conditions of this provision. Peak Events, LLC also reserves the right to investigate all orders suspected to be in violation of this provision and shall be the final arbiter regarding violations or potential violations hereunder.

#### NOT REDEEMABLE FOR CASH.

Your Ticket is not redeemable for cash.

#### CHANGES TO LINE-UP, DATE OR VENUE

Peak Events, LLC, shall at any time prior to the Festival, have the right to change the Venue, Artist Lineup, Festival Times, Festival Dates or any or all other components of the Festival, at any time, with or without advance notification to You and without any compensation to You. If you do not agree with ANY OF the terms and conditions set forth in this Paragraph OR AGREEMENT, do not purchase Tickets.

#### FESTIVAL CANCELLATION BY Peak Events LLC

Upon the occurrence of an Festival cancellation by Peak Events, LLC, Peak Events, LLC shall have the option to either: (a) elect to issue a refund to the Ticket purchaser of record in an

amount equivalent to the face value of Tickets only (or a pro-rata portion thereof, in the Festival of a partial cancellation) or (b) reschedule the Festival for a future date within the 12-month period immediately following the Festival cancellation by the Peak Events, LLC. In cases of the rescheduling the cancelled Festival for a future date, You shall not be entitled to refund.

Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Festival cancellations. If you do not agree with ANY OF the terms and conditions AS set forth in this Paragraph OR AGREEMENT, or if you do not agree with, or agree to assume the allocation of risk TO YOU AS SET FORTH HEREUNDER, do not purchase Tickets.

#### FORCE MAJEURE EVENTS

Upon the occurrence of an Festival Cancellation due to reasons other than by as specified in Paragraph 7 above (“Festival Cancellation By Peak Events, LLC”), including but not limited to, events outside Peak Events, LLC control, acts of God, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), Peak Events, LLC shall, at its sole and absolute option (a) have the right, but not the obligation, to issue You a refund (including partial refunds on terms specified or contemplated in Paragraph 8 above) or shall at its option, (b) elect to postpone the Festival or (c) cancel the Festival without further legal or financial obligation or liability to you, including the obligation to issue You a refund or to reschedule the Festival. Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Festival cancellations. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set for in the agreement, or if you do not agree with, or agree to assume the allocation of risks that is being transferred to You hereunder, do not purchase Tickets. If Peak Events, LLC elects to issue a refund, the Ticket purchaser of record shall be refunded in an amount equivalent to the face value of Ticket(s) only. If Peak Events, LLC elects to reschedule the Festival for a future date, You may not be entitled to a refund. Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees.

#### POSTPONEMENT OF FESTIVAL

Unless otherwise specified herein, at all times prior to the Festival, Peak Events, LLC reserves all rights to cancel or postpone the Festival or to change the Venue, the artist lineup, time, the date of the Festival or other Festival-related components without any obligation by Peak Events, LLC to give You additional or prior notice or compensation.

#### NOTIFICATION OF FESTIVAL CANCELLATION OR POSTPONEMENT

If Festival is cancelled or postponed, whether in whole or in part, or if the Venue is closed, Peak Events, LLC shall post a notification on the Site relating to such cancellation or postponement.

#### ALL TICKET SALES ARE FINAL, THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES.

This Festival is a “Rain or Shine” Festival. This Festival is “Standing Room Only.” Unless otherwise specified herein to the contrary, there shall be NO refunds or exchanges relative to Ticket purchases. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set forth in this agreement, do not purchase Tickets.

## “WILL CALL” TICKETING AND ACCEPTANCE

Will Call Tickets are Virtual Tickets. You accept delivery of Your Will Call Ticket immediately upon Your purchase of the Will Call Ticket.

## TICKET CONFIRMATIONS; PROOF OF DELIVERY

Your Ticket order confirmation shall serve as conclusive and indisputable proof of Delivery of Your Ticket. You agree to notify Peak Events, LLC prior to the start time of the Festival if you have not received Your Ticket.

## ASSUMPTION OF RISKS

You assume any and all risks, whether expressly set forth herein, as well as, any other risks and dangers incidental or in any way relating to your presence during the Festival, including any risks that occur prior, during or after the Festival or any risks that are not foreseeable, such as, any and all risks arising from or relating to the acts or omissions of others (including Artists, Festival attendees, the Venue owners or operators and its staff, employees and agents; or Peak Events, LLC, the Festival organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees).

### Lost or Stolen Property

Festival organizers and their respective Indemnitees (defined in paragraph 18 below) shall not be held responsible, financially or otherwise, for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue or during the Festival, regardless of fault. You assume all risks of loss associated with the loss or damage to Your personal property.

### Festival Hazards.

You assume all risks of personal injuries relating to Your attendance of the Festival including, but not limited to projectiles, hearing loss, seizures and other health conditions incidental, relating to or arising from extremely loud music and sounds; strobe, hydro, pyrotechnic, animatronic lighting and other special effects, such as flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks during the Festival and whether such injuries occur subsequent to the Festival.

## LOUD MUSIC AND SPECIAL EFFECTS WARNING.

All or designated areas of the Venue during the Festival may be subject to extremely loud music and sounds, as well as, strobe, hydro, pyrotechnic, animatronic, lighting and other special effects, including flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks. Women who are pregnant and individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects should consider this warning before attending the Festival, as such special effects may cause or induce seizures, diminished or hearing loss and other health conditions.

## INDEMNIFICATION

In exchange for additional consideration, the receipt and sufficiency of which is acknowledged herein by You and Peak Events, LLC, You agree to defend, covenant not to sue, indemnify, save

and hold harmless and forever release, Peak Events, LLC, Venue owners, and all their respective subsidiaries, affiliates, officers, directors, principals, members, employees, authorized agents, predecessors, assigns, successors, licensees and designees (collectively the "Indemnitees") from any and all injuries (whether personal injuries, property damage or otherwise), demands, suits, and/or claims relating in any way to the Festival, to the maximum extent permitted by applicable law.

#### RIGHT TO RECORD AND EXPLOIT YOUR IMAGE

In exchange for additional consideration, the receipt and sufficiency of which is acknowledged herein by You and Peak Events, LLC, Peak Events, LLC and its contractors, shall have the right to publish, print, display or otherwise publicly use for purposes of trade or for any commercial or advertising purpose the name, image, portrait, photograph, voice or other likeness of You without Your additional express written or oral consent. Peak Events, LLC shall also have the right, but not the obligation, to use Your name, image, portrait, voice, photograph, or other likeness in connection with the resale or other distribution of literary, musical, or artistic productions or other articles of merchandise or property without Your additional consent in connection with any sale or distribution thereof. You further acknowledge and agree that Peak Events, LLC shall be the sole and exclusive owner of any work containing Your image. In exchange for additional consideration, the receipt and sufficiency of which is acknowledged by You and Peak Events, LLC, Peak Events, LLC shall also have the right to record, utilize, publish, print, display, exploit and publicly use Your name, image, likeness and voice in medium, whether not existing or hereinafter created, including via any broadcast, re-broadcast, live stream, recording or other reproduction of Your image at or about the Festival, and whether in or out of context.

#### NO ILLICIT DRUGS; NO WEAPONS

Peak Events, LLC and the Venue maintains a zero tolerance policy regarding the illegal or illicit drug use at the Venue or otherwise during the Festival. You knowingly, intelligently and voluntarily consent to be searched by Peak Events, LLC for the presence of illegal or illicit drugs, weapons and/or other prohibited items prior to or during Your presence at the Festival or Venue and agree that the discovery of any prohibited items shall constitute a violation of Peak Events, LLC anti-drug policies and shall correspondingly give Peak Events, LLC the right to immediately revoke Your License to access the Venue, to attend the Festival and to deny You any future admission to the Festival or Venue without any legal or financial liability to You. In exchange for additional consideration, the receipt and sufficiency of which is acknowledged by You and Peak Events, LLC, You correspondingly agree to defend, covenant not to sue, indemnify, save and hold harmless and forever release, Indemnitees for any losses, whether personal injury or property damage, resulting from or relating to Your illicit drug use, Your use of weapons or anything in violation of these terms and conditions.

#### PROHIBITED ITEMS AND ACTIVITIES.

The following items and activities are strictly prohibited at the Festival: the use of cameras, video or audio recording equipment; outside food or beverages; unauthorized vendors or performers; handing out fliers or leaflets; pets; oversized bags (permitted bags will be subject to search); skate boards, roller skates, bikes or the like; wagons; fireworks; radios or other music players; signs; illegal conduct of any kind; conduct that unreasonably interferes with the

enjoyment of the Festival by others or poses a threat to public safety, as determined in the sole discretion of Peak Events, LLC. Peak Events, LLC reserves the right to terminate Your License to the Venue at anytime if You engage in any prohibited activities.

#### ASSIGNMENT

Peak Events, LLC shall, at all times, have the right to assign or delegate any or all of its rights, title and interests or duties hereunder without notification to, or consent by, You.

#### INTEGRATION CLAUSE.

You agree that the terms and conditions contained herein, and as amended from time to time by Peak Events, LLC, represent the entire agreement between You and the Peak Events, LLC with respect to its subject matter hereof, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter.

#### ARBITRATION OF DISPUTES.

Notwithstanding anything contained herein to the contrary, You agree that any disputes arising from or relating to Your purchase of Tickets hereunder or any related transaction relating to the use of the Site or its services or any relationship or dispute between You and Peak Events, LLC or You and any company or person employed by or which is affiliated with either Peak Events, LLC, this Agreement and/or any policies or practices of any of the above mentioned companies or persons (a "Dispute") shall only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act or by the applicable sections of Arizona law to the maximum extent permitted by applicable law. THE PARTIES TO THIS AGREEMENT GIVE UP THEIR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and that such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NO PARTY TO WHICH THIS AGREEMENT APPLIES SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. No party bound by this Agreement agrees to class arbitration or any other arbitration proceedings where a person brings a Dispute as a representative of other persons. The parties shall participate in non-binding mediation before commencing any arbitration (or taking any other action). If the parties are unable to resolve a Dispute by informal means, the arbitration of Disputes will be administered by the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules, and if deemed appropriate by the arbitrator.

#### CHARGEBACK DISPUTES

In light of Your agreement to all the terms and conditions contained herein, including that "there shall be NO refunds or exchanges relative to Ticket purchases" as set forth in Paragraph 11, You further agree, in conformity therewith that, in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that Peak Events, LLC shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

#### FOREIGN CURRENCY REFUNDS

Peak Events, LLC shall not be responsible for any exchange rate losses incurred during the order or refund process. Peak Events, LLC shall not be obligated to issue refunds to Ticket purchasers who have mistakenly purchased tickets in a currency other than the currency intended.

#### MISCELLANEOUS

By making a purchase of Ticket(s), You acknowledge and agree that You are at least 13 years of age. You cannot share or duplicate tickets. Tickets shall not be used for advertising, promotion (including contests and sweepstakes) or other commercial purposes without the express written consent of Peak Events, LLC.

#### Revision Date

This Agreement was last revised on July 3, 2017.