

# **BREAKAWAY MUSIC FESTIVAL EVENT TERMS AND CONDITIONS**

As a consideration for being allowed entry to and to participate in the Breakaway Utah Music Festival (the “Event”) being provided and produced by Breakaway Music Festival, Inc., and/or any of their respective affiliates (collectively, the “Organizer”, “we” or “us”), on October 2-3, 2026, at 4:00pm located at America First Field (the “Venue”), the person purchasing the ticket (the “Purchaser”) and the person holding the ticket (the “Ticket Holder”) agree to comply with any and all rules, regulations, terms, and conditions of Organizer and of the Event, including but not limited to all of the terms outlined in this document. References herein to “You” or “Your” shall refer to Purchaser and Ticket Holder, as applicable, and references herein to “Ticket Holder” shall include Purchaser.

The terms and conditions (these “Terms and Conditions”) set forth herein apply to the Event and to this website and any other Event-related websites and web pages operated by Organizer (the “Sites”). By purchasing or using a ticket, attending the Event, or entering any Event facility, venue or premise (including without limitation, the Venue), Ticket Holder acknowledges having read these Terms and Conditions, understands its meaning and legal implications, and agrees to these Terms and Conditions and to be bound by them.

**PLEASE PAY ATTENTION TO ALL DETAILS OF THE TICKET DESCRIPTIONS PRIOR TO PURCHASING, AS NO REFUNDS OR EXCHANGES WILL BE AVAILABLE FOR ERRONEOUSLY PURCHASED TICKETS.**

In order for a Ticket Holder of a valid wristband or ticket (“Ticket”) to enter the Event, Ticket Holder must possess a valid Ticket that permits access. Please allow ample time to check-in, as Ticket Holders will not be allowed to check-in after a specified time.

In consideration of being allowed to be a willing and voluntary attendee at the Event, You hereby understand, acknowledge, and agree to the following:

## **ARTICLE 1: YOUR TICKET AND TERMS OF SALES YOU MUST BE AT LEAST 18 YEARS OF AGE (WITH A VALID PHOTO IDENTIFICATION) TO PURCHASE A TICKET AND/OR ATTEND THE EVENT.**

**1. ALL SALES ARE FINAL. NO REFUNDS OR EXCHANGES WILL BE GRANTED FOR ANY REASON. ALL RIGHTS RESERVED. IF THE EVENT FOR WHICH ANY**

PURCHASED TICKET IS RESCHEDULED OR CANCELLED, NEITHER THE PURCHASER NOR THE TICKET HOLDER SHALL BE ENTITLED TO A REFUND EXCEPT AS OTHERWISE REQUIRED BY LAW OR OTHERWISE DETERMINED BY ORGANIZER IN ITS SOLE DISCRETION. IF THE EVENT IS RESCHEDULED, THE TICKET HOLDER SHALL HAVE THE RIGHT TO USE THE TICKET TO ATTEND THE EVENT AT THE RESCHEDULED DATE AND TIME. IF THE EVENT IS CANCELLED (AND NOT RESCHEDULED), ORGANIZER WILL ESTABLISH POLICIES AND PROCEDURES FOR PURCHASED TICKETS AT THE TIME OF CANCELLATION. If Organizer elects, in its sole discretion, to refund any purchased ticket, service fees charged by the Event's ticketing service provider, if any, are non-refundable.

2. Your Ticket bears no cash value and is not redeemable for cash. Tickets are not subject to exchange except as expressly provided herein. If issued as a complimentary ticket, the Ticket is not exchangeable or redeemable for another ticket to or for any other event or performance or for any other consideration, present or future, monetary or otherwise. PURCHASER AGREES TO NOT FILE A CHARGEBACK OR ANY TYPE OF PAYMENT REVERSAL FOR ANY REASON. There are no replacements for Tickets lost, stolen, destroyed or damaged and You unconditionally accept the risk of damage to, loss of and/or theft of Your Ticket. Tickets should be kept in a safe place at all times. It is unlawful to copy, duplicate or otherwise reproduce any ticket in any form.

3. To ensure that Your Ticket is valid, purchase Your Tickets from Universe Experiences, Inc. ("Universe"), its affiliates, or other Organizer authorized sale channels listed on the official Organizer website. Tickets obtained from unauthorized sources and sales channels (e.g., scalpers) may be forged, counterfeit, and worthless. In no event will forged tickets be honored or eligible for a refund, and Organizer is not responsible for any loss or inconvenience caused by any unauthorized duplication of a ticket. In the event duplicate copies of a ticket are presented, Management (defined below) reserves the right to refuse entry to the Event for all persons presenting such duplicated tickets.

4. In purchasing tickets, You may be linked to a third-party site. ORGANIZER IS NOT RESPONSIBLE FOR ANY ASPECT OF THIRD-PARTY SITES, INCLUDING PURCHASES MADE ON THOSE SITES. You should review the terms and conditions found on these third party sites and make whatever investigation You feel necessary or appropriate before proceeding with any online or offline transaction with any third party. Organizer does not endorse any of the products or merchandise, nor has Organizer taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. Organizer does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) You might be requested to give any third

party, and You hereby irrevocably waive any Claim (defined below) against the Released Parties (defined below) with respect to such sites and third-party content.

5. The terms of sale of each ticket issued pursuant to a transaction initiated on this website or the Event's official ticketing service provider's website are subject to any and all terms imposed by Organizer, including without limitation Organizer's refund and Event cancellation policies. In order to be admitted to the Event, each attendee must present the ticket in its original, undamaged, unaltered form, to the Venue at the appropriate time.

6. You shall not purchase more than eight (8) Tickets, regardless of whether such Tickets are purchased in one or more transactions. In such event, the Organizer may void Your purchase.

7. If Purchaser is obtaining tickets for, or providing any tickets to, any other person(s), the Purchaser recognizes that they are acting as that person's agent in obtaining the tickets, and due to this agency relationship, Purchaser agrees to these Terms and Conditions on behalf of any person (including, without limitation, any Ticket Holder) to whom Purchaser delivers any of the tickets they have obtained, and the Purchaser shall notify any such person of these Terms and Conditions when they deliver a ticket to that person. If Ticket Holder has obtained a ticket from another person, Ticket Holder agrees to these Terms and Conditions when the ticket is delivered to them.

8. You must submit Your Ticket for validation upon entry into the Event.

9. If the Event is "Cashless", then all purchases of merchandise, food or other products on-site at the Event will be processed through Your Ticket in lieu of cash or credit card transactions. Prior to the Event, all Ticket holders will receive instructions for "activating" their Ticket on an Organizer-affiliated website. The terms of the Cashless elements of the Ticket will be available on the Cashless website, including information pertaining to their use, any exchange ratio between U.S. Dollars and the Event's digital currency, and any administrative or similar fees.

## **ARTICLE 2: ENTRY AND PROOF OF AGE REQUIRED**

1. Tickets are valid only for the Event for which they are issued. In order to enter into the Event, You must have Your own valid Ticket. One Ticket is required per attendee and will only be valid on the day or days of the Event and areas of the Event as indicated on the Ticket.

2. By entering the Event, You assume all risk and/or danger incidental to the Event, whether occurring prior to, during, or subsequent to, the attraction, including, but not limited to, any death, personal loss, damage or liability. You understand that Your use of Your Ticket is

contingent upon Your voluntary assumption of all risk and danger incidental to Your presence at the Event, whether occurring prior to, during or after the Event, including any acts or omissions of the Organizer.

3. You acknowledge and understand that the Ticket is a revocable license to attend the Event for which it was issued, which is subject to revocation and denial of admission without compensation for any reason, including, but not limited to, Your attempted or actual violation of any of the rules set forth herein, policy or regulations and for any other action taken by You in violation of any local, state or federal law, or that may endanger other ticketholders. Re-entry is prohibited, unless Your re-entry is approved in advance by Management and You are escorted by Event staff or security personnel.

4. Entry to the Event is limited to persons that meet the minimum age requirements on or before the day of the Event. The Event is intended for mature audiences only.

5. **Ticket Holders must be at least 18 years of age.** You must have one of the following forms of approved identification to enter the Event that demonstrate proof of age. No exceptions will be made, even if You are accompanied by an adult or a person with valid identification. Failure to provide valid identification shall preclude You from entering the Event and You shall not be entitled to any refund nor will You be entitled to, or will the Organizer be liable for, any other damages, including, but not limited to, incidental and/or consequential damages. In addition, during the Event, You must be able to provide valid identification if requested by a member of Management, or Event security or crew. If You are not able to show a valid identification, You may be promptly ejected from the Event without the opportunity to return to Your locker, and You shall not receive a refund of Your Ticket.

The following original forms of identification are ACCEPTABLE:

- Government-Issued Passport
- Driver's License (U.S. or Canada)
- Military Identification Card
- Government-Issued Identification Card (U.S. or Canada)

The following forms of identification are UNACCEPTABLE:

- Expired Identification Card
- School Identification Card
- License/ID card issued in countries other than the U.S. or Canada
- Birth Certificate
- Social Security Card
- Federal Immigration Card

- Voter Registration Card
- Copies of any acceptable forms of identification.

### **ARTICLE 3: EVENT CHANGES**

1. For safety reasons, Organizer reserves the right to, without any prior notice or compensation to You: postpone, cancel, interrupt or stop the Event; provisionally keep visitors on the Event site at the end of the Event; totally or partially vacate the Event site; and deny access to the Event site regardless of the possession of a valid entry ticket. THE EVENT IS A RAIN OR SHINE EVENT.

2. EVENT DATE AND TIME SUBJECT TO CHANGE. SCHEDULED EVENTS, PERFORMANCES, ARTIST AND TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL RIGHTS RESERVED. The Event features multiple performances and artists. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular act on any particular date to be performed by any particular artist. Management makes no guarantee that any Ticket Holder will be able to attend every performance or see any particular act or artist.

3. Organizer is not liable for acts of God, acts of nature, weather conditions, fires, floods, lightning, earthquakes, hurricanes, storms, windstorms, washouts, nuclear reaction, radioactive contamination, strikes, labor shortages, stoppage, disturbances or disputes, protests, war, explosion, riots or civil commotion, insurrections, terrorism, acts of public enemies or other hostilities, threats of bombs or similar interruptions, vandalism, accidents, collision, equipment or machinery breakage, epidemic, pandemic (including without limitation the COVID-19 pandemic), widespread plague or disease (including without limitation, of COVID-19 or other communicable or infectious diseases, bacteria, virus, or other pathogens), travel bans or restrictions, quarantine restrictions, considerations of the safety of, or property damage to, any Event venue, facility, or premise (including, without limitation, the Venue), sanctions, acts, orders, rules, regulations or restraints (whether valid or invalid) of any governmental or quasi governmental entity or agency (whether international, domestic, federal, national, state, or local) or any official acting under color of authority, or any other acts, matter or things, whether or not of a similar nature, which are beyond the control of Organizer. Unless otherwise agreed by Organizer in its sole discretion, tickets are non-refundable even if the Event is terminated early or canceled, or entry conditions are modified, due to governmental regulation, the failure to obtain required governmental permits, any conditions beyond Organizer's control, or any force majeure event described above. Management reserves all rights not expressly granted to the Ticket Holder by these terms.

### **ARTICLE 4: SEARCH AND SECURITY CHECK**

1. Ticket Holder may be refused entry for various reasons. Management reserves the right to refuse admission to or eject any person whose conduct is deemed by Management, at Management's sole discretion, to be undesirable, including, without limitation, misconduct, disorderly conduct, disruptive conduct, intoxication, violent or aggressive behavior, use of vulgar or abusive language toward Event staff or other attendees, possession of prohibited items or failure to follow Management or venue or facility rules and directions. Undesirable conduct of any of the types expressly listed herein will automatically terminate this license and all rights of the Ticket Holder. The exercise of Management's ejection rights hereunder does not entitle the Ticket Holder (or Purchaser) to a refund of the ticket price or any part thereof. The ticket is a revocable license and admission may be refused upon refunding the face amount of the ticket, at Management's discretion.

2. Ticket Holder and Ticket Holder's belongings will be searched upon entering the Event site. All objects brought onto the Event site may be searched, including, but not limited to, clothing, luggage and other personal items in order to detect prohibited item, objects that may, or may be used to, disrupt the course of the Event, jeopardize the safety of other ticket holders or disturb the peace, and non-ticket holding individuals. Ticket Holder consents to such searches and waives any related Claims that might arise against any Released Parties. If the Ticket Holder elects not to consent to such searches, the Ticket Holder will be denied entry into the Event.

3. Access to the Event site is PROHIBITED and refused to, but not limited to, people who:

- Are under the influence of drugs or any other illegal substances;
- Are clearly suffering from alcohol intoxication which, in the Event staff's sole discretion, has caused You to be in an impaired state;
- Have been previously banned from other festivals and/or other events by the Organizer, the administration or legal authorities;
- Are demonstrating an intent to disturb the peace or to provoke someone else to do so;
- Engage in fighting or disruptive behavior;
- Use foul language;
- Wear clothing with obscene or indecent language;
- Resist the direction of and search by Management or the Event's security guards and security services;
- Refuse to declare and forfeits objects that are prohibited, as set forth herein; • Distribute flyers or posters on or near the Event site. If You would like to promote one of Your events, then please visit the official Organizer website for more information; or • Act in violation of the provisions of one or more articles of these regulations or in the spirit thereof.

4. Management reserves the right to confiscate objects in its sole discretion. Given the volume of attendees, it is not guaranteed that these objects will be returned to You. For that reason, please read Article 5 carefully.

## **ARTICLE 5: PERMITTED AND FORBIDDEN OBJECTS**

Prior to the Event, Organizer and/or Venue will provide You with a list of permitted and forbidden objects. This list is subject to change at the sole discretion of Organizer. It is Your responsibility to review this list prior to the Event. You agree to comply with all local municipality, state or the United States federal government laws and/or venue or facility rules, including without limitation any rules that prohibit or limit alcoholic beverages, illegal drugs, controlled substances, and other prohibited items from being brought into any Event facility, venue or premise (including without limitation, the Venue). For any questions on permitted or forbidden objects, contact Us at [hey@breakawayfesteival.com](mailto:hey@breakawayfesteival.com).

## **ARTICLE 6: CONDUCT AT THE EVENT**

1. At the Event, it is forbidden to:

- Try to access or be in sections restricted to certain ticket holders unless in accordance with Your Ticket or credentials, such as production rooms, artists' lodges, VIP zones, press rooms, offices, backstage and working areas.
- Climb tents, constructions, fences, closures, lighting columns, tables, benches or any other infrastructure of the Event site.
- Obstruct entrances, exits and evacuation routes and/or to linger at these locations any longer than strictly necessary for entering or exiting the site.
- Wear a disguise or obstruct Your face to avoid being recognized.
- Display or make texts, symbols, images, gestures, wear clothing or articles of dress which, in the sole discretion of Management, Event staff or security personnel, contain and/or display language and/or images which are obscene, racist, xenophobic, provocative, or discriminatory.
- Be under the influence of drugs or any other illegal substances.
- Be clearly suffering from alcohol intoxication that, in the Event staff's sole discretion, has caused You to be in an impaired state.
- Disturb the peace, demonstrate an intent to disturb the peace or provoke someone else to do so, or compromise the safety of the general public.
- Sell drinks, food or any other product without the express consent of the Organizer.
- Throw or shoot any object or liquid, or throw or shoot any other product in loose or gaseous form.
- Urinate in public.
- Re-enter the Event after being removed or banned from the Event, even if You are in possession of a new Ticket (such Ticket will not be refunded).
- Deface, mark, damage, tear down or otherwise destroy, in whole or in part, any of the decorations or part of any Event facility, venue or premise (including without limitation, the

Venue).

- Litter or fail to maintain the cleanliness of the Event site.
- Resist the direction of, and search by, Management or Event security personnel.
- Refuse to declare and forfeit objects that are considered to be dangerous or off-limits by Management.

Management is under no obligation to return such forfeited items.

- Act in violation of the provisions of one more articles of these regulations or the spirit thereof.

2. You must heed the directions of Management and Event security personnel at all times whilst on the Event site or any Event facility, venue or premise (including without limitation, the Venue). If You fail to comply with such directions, You will be removed, and, if necessary, Management or Event staff may call on the police for assistance.

## **ARTICLE 7: UNAUTHORIZED SALE OR USE OF TICKET**

1. Anyone caught forging entry tickets or any other special admission ticket in order to access or sell such tickets to the Event will be prosecuted without exception. Counterfeit Tickets will not be honored or refunded by the Organizer.

2. Anyone caught tampering with or sharing their Ticket will be immediately ejected and banned from the Event.

3. Tickets may not be resold without prior explicit permission from the Organizer. Tickets which appear to have been resold without permission from the Organizer will not be honored or subject to a refund.

4. The resale, attempted resale, or purchase of Your Ticket at a price higher than the official purchase price from the authorized ticket agent Universe, or other Organizer-authorized sale channels, is grounds for seizure and cancellation of Your Ticket without refund or other compensation. The only valid tickets are those purchased and/or redeemed through Universe or other Organizer authorized sale channels listed on the official Organizer website.

5. Tickets may not be used in association with any giveaway, sweepstakes, contest or similar activities, including, but not limited to, as a prize or incentive, without the Organizer's prior written consent. Any Ticket so used will automatically become void at the Organizer's sole discretion with no refund to You and/or the ticket holder.

## **ARTICLE 8: RECORDINGS AND INTELLECTUAL PROPERTY**

1. Ticket Holder acknowledges that "Breakaway Music Festival" and all logos and symbols



associated therewith and with the Event are trademarks owned by Organizer and that Organizer has the exclusive right to license and enforce those trademarks and any other trademarks, copyrights, and other intellectual property owned or licensed by Organizer, including any likenesses, drawings, and representations of the Event (collectively, “Event Intellectual Property”).

2. WITHOUT THE PRIOR WRITTEN CONSENT OF ORGANIZER, TICKET HOLDER UNDERSTANDS THAT SUCH PERSON MAY NOT USE ANY EVENT INTELLECTUAL PROPERTY OR EVENT IMAGERY (DEFINED BELOW) IN ANY ADVERTISEMENT OR PROMOTIONAL MATERIAL (INCLUDING WITHOUT LIMITATION MUSIC VIDEOS OR POSTS ON THE SOCIAL MEDIA ACCOUNTS OF COMMERCIAL ENTERPRISES OR HAVING ADS RUN ON OR BESIDE SUCH EVENT IMAGERY ON SHARING WEBSITES), OR IN THE TITLE OR ON THE COVER OF ANY PUBLICATION, UNLESS THE USE IS AUTHORIZED IN WRITING BY ORGANIZER.

3. By entering the Event, Ticket Holder agrees to the following terms, conditions, and guidelines for the use of any imagery obtained at the Event, including still photographs and videos (hereinafter “Event Imagery”). Ticket Holder may only use Event Imagery for “Personal Use,” defined to include: (a) sharing with friends and family; (b) displaying on personal websites (as long as the website does not sell any product or service, does not having ads run on or beside such Event Imagery, and does not purport or appear to be an official website of the Event or Organizer); and (c) displaying on social networking websites, such as Instagram and Facebook (as long as the display of the Event Imagery on these sites is not commercial or promotional in any manner, does not having ads run on or beside such Event Imagery, and the social media account is not affiliated with any commercial enterprise). Non-professional grade small video cameras and cameras are allowed at the Event site.

4. TICKET HOLDER UNDERSTANDS AND ACCEPTS THAT TICKET HOLDER MAY NOT MAKE ANY USE OF EVENT IMAGERY WITHOUT PRIOR WRITTEN PERMISSION FROM ORGANIZER, OTHER THAN PERSONAL USE AS DEFINED ABOVE. Ticket Holder understands that Ticket Holder has no right to sell, transfer, license, sublicense, or give Event Imagery to any other party, except for Personal Use, and agree to inform anyone to whom Event Imagery is given that it can only be used for Personal Use.

5. Ticket Holder acknowledges that people, including Management, will be using film, video, and photographic cameras at the Event, and that the Ticket Holder’s image, voice, likeness, and/or appearance (collectively, “Personal Likeness”) may be captured or embodied in a fixed medium of some fashion, including, but not limited to, photographs, film, video, recordings, audio tapes, digital images, digital audio, or other video or audio recordings taken or made of Ticket Holder during the Event (collectively, as the same may be modified, adapted, altered or the like, the “Event Materials”), that may subsequently be displayed or disseminated without

Ticket Holder's consent or payment of compensation to Ticket Holder, and the Ticket Holder releases each of the Released Parties from any liability due to such capturing, display, or dissemination. By attending the Event, Ticket Holder consents to being filmed and or photographed and consents that Ticket Holder's Personal Likeness and the Event Materials may be used by the Organizer and Management and/or by other participants or attendees, without compensation to Ticket Holder, for any purpose in any media (now known or hereafter devised) throughout the world in perpetuity, including but not limited to use in photographs, videotapes, CDs, DVDs, broadcast, telecast, live streams, podcast, webcast, recordings, motion pictures, commercial advertisement, promotional materials, and/or any other record of the Event. Ticket Holder understands that all copyright rights in the images shall be owned by Organizer in perpetuity and waives any inspection or approval rights.

6. Ticket Holder hereby grants Organizer, Management and their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, directors, partners, managers, board members, shareholders, insurers, agents, staff, employees, volunteers, contractors, and representatives an irrevocable, non-exclusive, royalty-free license to use the Event Materials and/or the Event Imagery taken by Ticket Holder in connection with the Event and/or any derivatives of, successors to and/or events, companies, productions and/or projects affiliated with the Event or the Organizer (collectively, "Event Projects"), in all media, whether now known or hereafter devised, throughout the universe, in perpetuity. Such rights include, without limitation, the right to use the Event Materials and/or the Event Imagery, in whole or in part, in and in connection with (a) the development, production and/or other exploitation of any Event Project, as well as all allied, ancillary, subsidiary, and derivative uses and versions of the Event and/or any Event Project, and (b) advertising, marketing, promotion and publicity in connection with the Organizer, Management, the Event, Event Projects, Event Materials and/or Event Imagery, and/or any or all allied, ancillary, subsidiary and derivative uses of the foregoing, in all media, whether now known or hereafter devised, throughout the universe, in perpetuity, at no additional cost. Ticket Holder irrevocably waives any right to inspect or to approve any Event Materials, whether or not any of the foregoing may be created using or includes or embodies Ticket Holder's Personal Likeness, and waive any Claim with respect to the eventual use thereof. Furthermore, Ticket Holder HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES, FOREVER DISCHARGE AND HOLD HARMLESS the Released Parties from any and all Claims caused by, arising out of or in connection with such use including, without limitation, any and all Claims for invasion of privacy, infringement of Ticket Holder's right of publicity, defamation (including libel and slander), and any other personal or property rights.

7. At the Event, there will be camera surveillance for the purpose of ensuring the safety and proper operation of the Event. Any such footage may be registered or stored by the Organizer or governmental authorities for the purpose of ensuring the security and safety of Event attendees and the enforcement of and compliance with the safety regulations on the Event site and may be

used as a means to identify and facilitate the prosecution of illegal or impermissible conduct.

## **ARTICLE 9: MERCHANDISE**

Official T-shirts and souvenirs are only on sale within the Event site.

## **ARTICLE 10: PARKING**

The Organizer disclaims all responsibility from losses or damages to vehicles parked on or near the Event. The Organizer is not responsible for losses or damage to any vehicle towed from the Event site.

## **ARTICLE 11: TRASH AND REFUSE**

You must maintain the cleanliness of the Event site and dispose of trash and refuse properly. The collecting points for garbage and recycling on the Event site will be clearly indicated. The bathroom facilities at the Event are free of charge. It is forbidden to use any other location as a bathroom facility.

## **ARTICLE 12: ZERO TOLERANCE DRUGS POLICY**

1. The Organizer has a zero-tolerance policy regarding drugs. It is forbidden to use, distribute, sell and/or to be in possession of drugs on the Event site. You understand and agree that Your use of the Ticket is contingent upon Your unconditional and voluntary acceptance to be searched for the presence of drugs, weapons, objects that may disrupt the peace or jeopardize the safety of other ticket holders, and/or other prohibited items prior to Your admission to the Venue and/or at any time thereafter. If any of these items are found, the license for admission shall be immediately revoked, such items will be seized by security personnel and forfeited by You, or You will be immediately removed from the Event. Notwithstanding the foregoing, You are permitted to bring into the Event prescription drugs if You have a valid prescription with the Your name clearly listed on the prescription. You will only be allowed to carry the dosage of medication required for the duration of the Event.
2. If You are in violation of this rule, You will be immediately ejected from the Event site. The Event staff will closely monitor any potential drug activity, relying in part on security cameras placed throughout the Event site.

3. Some events may, but are not required to, offer amnesty bins.
4. By entering the Event site, You consent to be searched by Event staff. If You refuse to submit to a search by Event staff, You will be denied entry to, or ejected from, the Event site.

### **ARTICLE 13: ADDITIONAL AMENITIES**

1. ATMs may be available at the Event site.
2. Rental lockers may be provided at the Event, in which case You will be able to access them throughout the duration of the Event. The Organizer is not responsible for and disclaims all responsibility from losses, damages, theft, or destruction to articles or items placed in rental lockers. The Organizer recommends that You do not bring any valuables to the Event.
3. Some open-air stages are fitted with large screens enabling anybody who is standing further away to enjoy the Event.

### **ARTICLE 14: ADA ACCOMMODATIONS**

If You would like additional information about available ADA accommodations, please visit official Organizer website at [www.breakawayfestival.com](http://www.breakawayfestival.com) for details.

### **ARTICLE 15: EVENT SAFETY**

1. Due to weather or other conditions, the floors and/or Event grounds may in whole, or in part, slippery.
2. You recognize and acknowledge that there are hazards and risks of physical injury or illness and that not all such risks can be fully eliminated. By entering the Event site, You voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that may sustain as a result of attendance at the Event or while on the premises, whether or not caused by the negligence or gross negligence of organizers or their agents.

### **ARTICLE 16: CONSENT TO HEALTH RULES AND MEDICAL CARE**

1. Ticket Holder agrees to comply with any and all health rules, regulations, terms, and

conditions of the Event, whether established by Management, any Event facility, venue or premise (including, without limitation, the Venue), or government or health authorities, including, but not limited to rules with respect to masks, social distancing, health screening activities (including COVID-19 tests), and vaccination requirements. Ticket Holder will follow all instructions when entering any Event facility, venue or premise (including, without limitation, the Venue), and while attending the Event, whether posted or otherwise communicated verbally or in writing by Management staff, employees, representatives or contractors, police, or government or health authorities. If Ticket Holder refuses or fails to comply with any health rules, regulations, terms, conditions and/or instructions for the Event, Ticket Holder acknowledges and agrees that Ticket Holder may not be permitted to attend the Event and/or may be removed from the Event.

2. Ticket Holder authorizes, and consents to, Management and Management staff, employees, representatives, or contractors conducting public health safety screening activities by methods selected by Management, any Event facility, venue or premise (including, without limitation, the Venue), or government or health authorities. As a result of such public health safety screening activities, Ticket Holder acknowledges and agrees that Ticket Holder may not be permitted to attend the Event.

3. For the avoidance of doubt, all sales remain final in the event of Ticket Holder's failure or unwillingness to comply with any existing or new public health safety screening activities, certifications, waivers, and conditions of participation.

4. Ticket Holder consents to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event, or activity at the Event. Furthermore, in the event of an accident, injury or illness during the Event whereby Ticket Holder is unable to provide actual consent, Ticket Holder hereby consents to receive medical treatment considered advisable by Management and/or on-site medical personnel at their discretion. Ticket Holder understand and agree that agents of Management are not obligated and have no duty to provide medical services at the Event. Ticket Holder releases each of the Released Parties and all persons participating in any such medical treatment from all responsibility for any such actions.

5. By attending the Event or entering any Event facility, venue or premise (including, without limitation, the Venue), Ticket Holder certifies that: (a) You are (as of the Event date) physically able to attend and participate in the Event and in any associated activity or performance, and You have not been advised otherwise by a qualified medical professional; and (b) in the 14 days prior to the Event date You have not (i) been diagnosed with, tested positive for, or treated for COVID-19, (ii) knowingly been in contact with COVID-19 or any person that has been diagnosed with, tested positive for, or treated for COVID-19, or (iii) been sick or exhibited any symptoms of COVID-19 which include (without limitation) fever, headache, chills, diarrhea,

cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, and/or general malaise.

6. BY ATTENDING THE EVENT OR ENTERING ANY EVENT FACILITY, VENUE OR PREMISE (INCLUDING, WITHOUT LIMITATION, THE VENUE), TICKET HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO OR INFECTION BY COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS, OR OTHER PATHOGEN, AND ACKNOWLEDGES AND AGREES THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND DEATH TO YOU OR YOUR FAMILY. Ticket Holder holds each of the Released Parties and all persons participating in any medical treatment harmless should Ticket Holder contract any illness, disease, bacteria, virus, pathogen or any other malady while attending the Event or as a result of attending the Event.

#### **ARTICLE 17: RELEASE OF LIABILITY AND INDEMNIFICATION**

1. TICKET HOLDER EXPRESSLY ASSUMES ALL RISK AND DANGER ARISING FROM OR INCIDENTAL TO THE EVENT, WHETHER SUCH RISK OR DANGER OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL EVENT AND ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR THEIR ATTENDANCE AT AND PARTICIPATION IN THE EVENT.

2. TICKET HOLDER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THAT THE EVENT IS AN INTERACTIVE EVENT AND THAT, AS AN ATTENDEE AND PARTICIPANT THEREIN, TICKET HOLDER MAY ENGAGE IN ACTIVITIES THAT INVOLVE A SUBSTANTIAL RISK OF PERSONAL INJURY, PROPERTY LOSS AND/OR ECONOMIC LOSS. These risks may include, but are not limited to, those caused by, arising out of or in connection with: (a) the actions or inactions of Ticket Holder and others; (b) conditions of the Venue, premises or equipment used; (c) conditions of attendees, participants, performers, and artists; (d) fire and flame effects; (e) staging; (f) vehicular traffic; and/or (f) infection by COVID-19 or any other communicable disease or illness, or a bacteria, virus, or other pathogen. Ticket Holder further acknowledges and fully understands that there may also be other risks that are presently unknown or unforeseeable.

3. TICKET HOLDER EXPRESSLY HEREBY FOREVER RELEASES AND DISCHARGES, AND AGREES NOT TO SUE, ORGANIZER, THE EVENT'S FACILITIES, VENUES, OR PREMISES (INCLUDING, WITHOUT LIMITATION, THE VENUE (DEFINED ABOVE), THE EVENT'S PROMOTERS, PARTICIPANTS, PERFORMERS, ARTISTS, TICKETING SERVICES PROVIDER, ADVERTISING AGENCIES AND SPONSORS, AND/OR ALL OTHER PERSONS OR ENTITIES ASSOCIATED OR INVOLVED WITH THE EVENT

(COLLECTIVELY “MANAGEMENT”) AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, ASSIGNEES, LICENSEES, OWNERS, OFFICERS, DIRECTORS, PARTNERS, MANAGERS, BOARD MEMBERS, SHAREHOLDERS, INSURERS, AGENTS, STAFF, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE “RELEASED PARTIES”), WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, SUITS, OR EXPENSES OF WHATSOEVER KIND, NATURE, OR DESCRIPTION, WHETHER DIRECT OR INDIRECT, IN LAW OR IN EQUITY, IN CONTRACT OR IN TORT, OR OTHERWISE, WHETHER KNOWN OR UNKNOWN (INCLUDING ATTORNEYS’ FEES AND COSTS) (“CLAIMS”) THAT TICKET HOLDER HAS OR MAY HAVE THAT ARISE FROM OR ARE INCIDENTAL TO THE EVENT, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS IN ANY WAY CONNECTED WITH: THE RISKS LISTED HEREIN OR ATTENDANCE AT OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION USE OF ANY EVENT FACILITY, VENUE OR PREMISE (INCLUDING, WITHOUT LIMITATION, THE VENUE), OR TRAVEL TO AND FROM THE EVENT, HOWSOEVER CAUSED; NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OF THE RELEASED PARTIES; ANY BREACH BY THE RELEASED PARTIES OF STATUTORY DUTY; ANY FAILURE OF ANOTHER ATTENDEE OF THE EVENT TO CONFORM TO THESE RULES; PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ATTENDANCE AT THE EVENT; ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT; AND/OR ANY LOST, STOLEN OR DAMAGED TICKETS, OR FAILURE OF MANAGEMENT, OR MANAGEMENT OR EVENT STAFF, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, OR SECURITY TO HONOR YOUR TICKET. TICKET HOLDER UNDERSTANDS THAT YOU AGREE HEREBY TO WAIVE ALL CLAIMS YOU MAY HAVE AGAINST THE RELEASED PARTIES AND AGREE THAT NEITHER YOU, NOR YOUR ESTATE, HEIRS, ASSIGNS, BENEFICIARIES, SPOUSE OR PARTNER, FAMILY MEMBERS, NOR ANYONE ELSE ACTING ON YOUR BEHALF, WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES FOR ANY INJURY, DAMAGE, DEATH, OR OTHER LOSS YOU MAY SUFFER. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, OR OTHER DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE EVENT OR ANY PRODUCT OR SERVICE PURCHASED AT THE EVENT, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS

BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY.

4. Ticket Holder expressly agrees to protect, defend, indemnify, and save the Released Parties harmless (“indemnify” meaning protect by reimbursement or payment, including attorney’s fees and expenses) with respect to any and all Claims brought by or on behalf of Ticket Holder, Ticket Holder’s estate, heirs, assigns, beneficiaries, spouse or partner, family members, or any other person, for any injury, damage, death, or other loss in any way connected with the risks listed herein or attendance at or participation in the Event, including without limitation use of any Event facility, venue or premise (including, without limitation, the Venue), or travel to and from the Event, without limit and without regard to the cause or causes or negligence, whether passive or active, of the Released Parties, and/or any breach by the Released Parties of any legal duty. Ticket Holder further expressly agrees to protect, defend, indemnify, and save the Released Parties harmless from any Claim in any way arising out of or related to Ticket Holder’s negligence or misconduct at, around, or while traveling to or from, the Event.

5. This release and indemnity section includes, but is not limited to: third party claims, claims for personal injury or wrongful death (including claims related to emergency, medical, drug, and/or health issues, response, assessment, or treatment), loss of consortium, breach of contract, or any other claim, including claims resulting from the negligence of Released Parties, whether passive or active, related to the Event.

6. TICKET HOLDER’S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EVENT IS TO LEAVE THE EVENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, THE RELEASED PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE BY YOU.

#### **ARTICLE 18: MISCELLANEOUS PROVISIONS OTHER EVENT TERMS; CHANGES TO THESE TERMS.**

You acknowledge and understand that the purchase of Tickets and attendance at the Event is subject to additional terms and conditions that can be found here:

<https://www.breakawayfestival.com/privacy-and-terms>

By purchasing a Ticket, attending the Event or entering any Event facility, venue or premise (including without limitation, the Venue), You acknowledge having read such additional terms



and conditions and agrees to be bound by them.

You further understand that these Terms and Conditions may be changed by Organizer prior to the Event, and if so, the revised Terms and Conditions will apply to the Ticket Holder. The most current version can be found here: <https://www.breakawayfestival.com/privacy-and-terms>. Ticket Holder's attendance at the Event or entry to any Event facility, venue or premise (including without limitation, the Venue) signifies Ticket Holder's binding agreement to the Terms and Conditions in effect at the time of Ticket Holder's entry to the Event.

## **ARTICLE 19: MISCELLANEOUS PROVISIONS**

1. In no event shall the Released Parties be liable for any claim for loss of life or injury unless written notice is given within six (6) months from the day of the loss of life or injury. No suit for any cause may be maintained against Parties unless it is commenced within one (1) year after the Event. The parties hereto specifically consent to personal jurisdiction of said courts. You hereby waive Your right to a jury trial.

2. These terms shall be governed by and construed under the laws of the State of Ohio. Any controversy or claim arising out of or relating to these terms shall be brought only in the courts located in Athens County unless otherwise specified.

3. You understand that the Released Parties and all related parties, including but not limited to their management, employees, and agents, will not be held responsible, financially or otherwise, for any items that are left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue regardless of fault or reason, so act accordingly. The Organizer recommends that You do not bring any valuables to the Event.

4. You unconditionally agree that these Terms and Conditions represent the entire agreement between You and the Organizer with respect to its subject matter, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter which contradict these terms, including but not limited to the text contained on the back of the actual Ticket and/or any contrary understanding or agreements between You and the Organizer. You further confirm that there are no other agreements between You and any of the other Released Parties. You unconditionally agree to be bound by any and all of the terms and conditions contained herein and/or referenced herein and any additions, changes and/or modifications thereof, which may be made from time to time without prior notice to You. No agency, partnership, joint venture or other relationship is intended or created by Your attendance at the Event or use of the Sites.

5. These Terms and Conditions (including, without limitation, any and all waivers, releases, and

agreements to indemnify contained herein) are intended to be interpreted and enforced to the fullest extent allowed by law. If any provision of these Terms and Conditions is held invalid or unenforceable under any circumstance, its application in any other circumstances and the remaining provisions shall not be affected and will continue in full force and effect. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law. The heading at the beginning of each section is for reference purposes and no way defines the scope or extent of such paragraph. Organizer's failure to insist upon or enforce any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right.

6. **CONSENT TO ELECTRONIC COMMUNICATION.** Ticket Holder agrees that we may provide electronically any and all communications concerning the Event or tickets as well as any disclosures required by federal or state law. Ticket Holder's consent applies not only to the Event and the tickets but also to any ancillary agreement related to these and to any future tickets obtained through us.

7. **TICKET HOLDER ACKNOWLEDGES THAT TICKET HOLDER HAS READ AND FULLY UNDERSTANDS THESE TERMS AND CONDITIONS, WAIVER AND RELEASE OF LIABILITY, AND ALL OTHER POLICIES, CODES OF CONDUCT AND OTHER INFORMATION REGARDING THE EVENT AND ORGANIZER CONTAINED ON THE SITES. TICKET HOLDER UNDERSTANDS THAT TICKET HOLDER HAS GIVEN UP SUBSTANTIAL RIGHTS, AND TICKET HOLDER DOES SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.**