

2027 Shambhala Music Festival Rules & Ticket Sales Policies

The following Rules & Policies form part of your sales agreement with Shambhala Music Festival Ltd. ("SMF Ltd.") for entry into the 2027 SMF Ltd. (the "Event"), which is held at the Salmo River Ranch, which is located 6km east of Salmo, British Columbia on Hwy #3 & #6 (the "Property"). A map of the Event location is provided on our website. For the purposes of these Rules & Policies, 'Participants' refers to individuals who hold a valid ticket for entry to the Event. Please ensure that you have read and understood the Event Rules and Policies. SMF Ltd. will rely on the application of these Rules and Policies in the Event of a dispute over any of the matters set out below:

- 1) **This is a 19+ Event:** As stated in the Release of Liability and Waiver Agreement, every participant MUST BE 19 YEARS OF AGE OR OLDER to enter the Event. There are no exceptions. Event staff will verify participants' age and you will be required to present a government-issued photo ID as a requirement for entry. Failure to present the required ID proving your identity and age will result in refused entry.
- 2) **Exchanges and Refunds:** SMF Ltd. offers no exchanges or refunds for tickets purchased for the Event, including advanced ticket sales, whether the Event is terminated early or cancelled due to extreme weather, forest fire, acts of nature, government regulation, or other conditions beyond the control of SMF Ltd. Please ensure that you will be able to attend the Event before purchasing your tickets.
- 3) **Arrival Policy:** General Admission tickets include access to the Event from 8:00 a.m. Friday, July 23rd. SMF Ltd. offers early access to the Event grounds from Tuesday, July 20th, 2027, for a fee. Early Entry Fee rates will be released on the Event website before the Event. The Ticket Gate opens at 6:00 a.m. sharp on Tuesday, July 20th, 2027. Event guests arriving before this time will not be allowed entry into the Event.
- 4) **Third-Party Transactions and Scams:** SMF Ltd. does not operate, endorse, authorize, or have any affiliation with third-party ticket sales or resale platforms. The availability of SMF Ltd.'s ticket-transfer functionality does not mean that SMF Ltd. has approved, verified, or facilitated any associated sale, payment, or other arrangement between Participants.

Any purchase, sale, payment, transfer, or other transaction arranged directly between Participants or through a third party is undertaken at the Participants' own risk. Participants are responsible for confirming the identity and legitimacy of the other party and the validity of the ticket before transferring funds or completing a ticket transfer.

Except to the extent required by law, SMF Ltd. has no obligation to verify, mediate, resolve, refund, or otherwise assist with any third-party transaction or any related loss, fraud, payment dispute, or chargeback. Nothing in these Terms limits any rights or remedies that cannot lawfully be excluded.

Once a ticket transfer has been completed through the User Portal, the transferring Participant has no right to reverse or cancel the transfer. The person identified in SMF Ltd.'s ticketing records as the current ticket holder will be treated as the person entitled to use the ticket, subject to these Terms.

SMF Ltd. may, but is not obligated to, investigate a suspected fraudulent, unauthorized, erroneous, or unlawful transaction. SMF Ltd. reserves the right to suspend, reverse, cancel, or otherwise restrict a ticket or transfer where it reasonably believes that fraud, account compromise, unauthorized activity, technical error, or a violation of these Terms has occurred.

- 5) Online User Portal Account:** All approved online sales will automatically generate an individual User Portal under the purchaser's e-mail address. Upon receiving payment SMF Ltd. will email a transaction receipt which includes the Order ID # and instructions on how to log in to the User Portal to view the order online. The User Portal allows participants to review their order, update payment details for a payment plan, transfer items to another person and update other personal information. Closer to the Event date all participants will need to log into their User Portal to download their ticket to gain access to the Event. SMF Ltd. will email participants instructions on how to download their tickets before the Event. Ticket purchase and User Portal use is contingent on the individual having access to a personal email address and at least two pieces of government-issued ID. Those without access to a personal email address or two pieces of government-issued ID are not eligible for attendance or ticket purchase. The assumption of ticket ownership is based solely on the assigned email address.

6) Images taken at the Event:

- a) While performing, attending, volunteering, and/or working at SMF Ltd. you consent to be photographed and/or filmed. Your image, your voice, any performance, any art and any likeness may be used for Event promotional purposes (unless otherwise stated in the contract). This footage may be displayed or disseminated without your consent or payment of compensation to you and you release SMF Ltd. from any legal liability for such filming, photographing or dissemination. Any media, photography or video, taken on the Property is subject to a mandatory, non-exclusive license to SMF Ltd. for promotional purposes.
- b) Any professional photography and videography is ONLY permitted on Event grounds with an official SMF Ltd. photo, video or press pass. Other than for

personal use, all images, film or video obtained at the Event may not be used without the prior written permission of SMF Ltd.

7) Parking: Parking is provided in a designated area on the Property. Shuttle transportation is available for all Participants travelling between the designated parking area and the Event grounds. Due to the high volume of traffic entering the Property from Highway #3, SMF Ltd. works in coordination with law enforcement to control and direct traffic entering the Event. Participants are to obey all traffic signs and directions to ensure safe, orderly entry and exit from the Event. Participants of SMF Ltd. **MUST NOT** park on the shoulder of Highway #3 and must obey all traffic rules.

8) Driving and Vehicle Movement: Participants must comply with all instructions issued by Traffic Control, Security, and other authorized SMF Ltd. personnel regarding vehicle access, movement, parking, and relocation while on the Property.

Vehicle access and movement may be restricted during the Event. SMF Ltd. does not guarantee that a parked vehicle can be accessed or relocated at a particular time. Any request to access, move, or relocate a vehicle is subject to operational requirements and the direction of Traffic Control. Emergency vehicles and emergency operations will be given priority at all times.

Participants must not operate or attempt to operate a vehicle while impaired by alcohol, cannabis, drugs, medication, or any other substance. Where SMF Ltd. reasonably suspects that a person is impaired or may attempt to operate a vehicle while impaired, SMF Ltd. may prevent or restrict vehicle movement, notify the RCMP or other emergency services, and take any other reasonable steps necessary to protect the safety of Participants and others.

9) Camping: General Admission tickets include free tent camping in the designated areas. Participants must only camp in these designated areas on the Property. SMF Ltd. reserves the right to remove participants and their personal effects for any participants found camping outside the designated areas.

10) Vehicle and personal effects search: Participant admission is subject to compliance with all laws and facility rules and regulations. Participants must consent to reasonable examination & searches to ensure compliance with all provincial & federal laws, and facility rules & regulations. Please ensure you have consulted the banned items list: <https://www.shambhalamusicfestival.com/plan-your-journey#packing-list>

11) Lost property & left behind items: SMF Ltd. is not responsible for any lost or left behind property. A reasonable effort will be made to collect lost personal property via the Lost & Found program. Patrons are responsible for the expense of having items returned. Larger property (vehicles, tents, campers, etc.) left on the Salmo River Ranch may be considered abandoned after a period of two weeks if the owners do not make

reasonable attempts to retrieve these items.

- a) **Vehicles** and other items may incur a weekly storage fee of \$250.00 CAD should they remain on the property for 14 days after their owner's departure.
- b) **Towing:** SMF Ltd. may opt to have vehicles towed to another on-site location or a third-party location of their choice should the owners make no effort to have these items removed. This will be at the owner's expense.

12) Alcohol and illegal substances: SMF Ltd. is an alcohol-free Event. Any alcohol found in searches will be confiscated and disposed of. Additionally, matters involving illegal substances will be turned over to the RCMP.

13) ShambhaLodging: SMF Ltd. offers limited availability for exclusive camping sites under the branding "ShambhaLodging." ShambhaLodging consists of four designated areas on the Property as follows: Riverside, Central Park, Farmview Hill and Enchanted Woods. All ShambhaLodging locations are subject to the same rules and policies:

- a) **Camp within your allocated site:** Participants of ShambhaLodging will be assigned a designated site. Participants must only set up their campsite within that designated space. Those failing to do so will be asked to reconfigure their equipment to comply with this rule or risk having their service cancelled with no refund.
- b) **No Site Reservations:** At this time, ShambhaLodging Participants cannot reserve a specific ShambhaLodging campsite. Campsites will be assigned by Event organizers at the ShambhaLodging check-in. ShambhaLodging Participants wishing to camp in a group are encouraged to arrive at check-in together and are also encouraged to carpool.
- c) **ShambhaLodging Parking:** Unless otherwise specified, each ShambhaLodging package is allocated a single parking spot. Parking will be assigned on a first-come, first-serve basis and all Participants should be prepared to use the Free Parking Lot if necessary. Participants' vehicles found parked in unauthorized locations will be towed at the owner's expense.

14) Payment Plan: SMF Ltd. offers Event tickets and ShambhaLodging sales on an installment basis (the "Payment Plan"). The availability of ticket and ShambhaLodging services purchased under the Payment Plan is limited and the following policies apply:

- a) **Payment Plans Are Available Only on the Website:** Participants seeking to engage in a Payment Plan must make this selection during the "checkout" process.

- b) Payment Frequency:** Participants may select the frequency of their payment installments. The payment details will be displayed at checkout and will be sent out in the “order confirmation” email issued after ticket purchase by the Event organizers. The first installment must be paid immediately at the time of purchase. Participants can review their payment schedules via their User Portal accounts.
- c) Important Dates:** All payment installments must be completed no later than May 31, 2027.
- d) Missed Payments:** SMF Ltd. will attempt to collect each payment up to three times. After all payment attempts have failed, the installment will be considered a missed payment.

 - i) Missed Payments must be settled in full using the User Portal.
 - ii) SMF Ltd. will continue to collect payment for all future installments.
- e) Pre-Authorized Payments:** By choosing the Payment Plan options, you hereby authorize SMF Ltd. to collect monthly payments from your credit card as set out in the agreed-upon payment schedule.
- f) Providing Accurate Information:** Any Participant who seeks to use the Payment Plan must:

 - i) Provide accurate contact details in your online purchase order.
 - ii) Ensure sufficient funds are available on the subject credit card to pay the scheduled instalment payments throughout the payment period.
 - iii) Contact SMF Ltd. regarding any dispute prior to the monthly payment due date. If a Participant believes a payment has been initiated incorrectly, they must email sales@shambhalamusicfestival.com immediately to address the issue.
- g) Cancellation of Payment Plan:** Cancellation of a Payment Plan order must be made before the final installment owed. Orders can only be cancelled while in the agreed-upon payment schedule. Once the final payment has been made, there is no cancellation option available to the Participant. Cancellations will not result in a refund but may be credited to the ticket purchaser’s online account for a future Event purchase.
- h) Credit of Cancelled Payment Plan:** If a Payment Plan is cancelled WITHIN the agreed upon payment schedule (before all installments have been completed), SMF Ltd. may issue a credit to the Participant’s online account for future Event purchases.

- i) **Installment Fee:** A one-time installment fee of 2% will be applied to the total order amount at the time of enrollment in the Payment Plan. This fee is non-refundable and will be included in the first installment payment.
 - j) **Administration Fee:** SMF may charge an Administration Fee of \$29 (CAD + taxes) at their discretion for services to orders such as but not limited to:
 - Changes or extensions to a payment plan or schedule
 - Identity Verification for those locked out of their User Portal
 - Manual changes to personal details or contact information
- 15) Conduct:** All Participants must comply with our Code of Conduct, available here: <https://www.shambhalamusicfestival.com/health-safety-harm-reduction>. If SMF Ltd. determines, in its reasonable discretion, that a Participant has violated the Code of Conduct, whether before or during the Event, we may cancel any ticket held by that Participant, revoke their Event Wristband and any parking, camping or lodging privileges, deny them entry to or remove them from the Event grounds, and prohibit them from attending future events operated by SMF Ltd. These actions may be taken without refund. Law enforcement may also be notified where appropriate.
- 16) Misrepresentation:** Participants must not advertise, market, promote, or otherwise represent themselves using the Event's name, branding, logos, or other intellectual property without the prior written authorization of SMF Ltd. Participants must not falsely represent themselves as an official representative, administrator, employee, contractor, supplier, vendor, partner, sponsor, agent, or affiliate of SMF Ltd. or the Event. Any Participant who engages in such misrepresentation may have their ticket cancelled, Event Wristband and any parking, camping or lodging privileges revoked, be denied entry to or removed from the Property without refund, and be prohibited from accessing future Events, services, or property operated by SMF Ltd.
- 17) Unauthorized Commercial Activity:** Participants may not sell, barter, advertise, or distribute goods, services, merchandise, camping space, parking space, accommodations, or any other items on the Event grounds or associated properties without the prior written authorization of Shambhala Music Festival Ltd. Any individual engaged in unauthorized commercial activity may have their Event wristband revoked, be removed from the property without refund, and may be subject to further legal action.
- 18) Shuttle Purchases (*Applicable to those purchasing Shuttle Services*)**
- a) **All Sales are Final**
 - i) All sales are final; Refunds or exchanges (of products offered by the festival) are not permitted.
 - ii) Tickets are self-transferable between ticket holders until June 30. Any transfer arrangements, including the transfer of funds, are at the sole discretion of the ticket holder. After June 30, guests must contact

Customer Service to arrange any ticket transfers. Please note that shuttle tickets must be registered under the travelling guest's account in order to board.

b) Luggage

- i) Limited space is available. Due to space restrictions, each individual is only permitted to bring:
 - (1) One standard large suitcase (approximate dimensions: 30" x 20" x 12" / 76cm x 51cm x 30cm, max weight: 50lbs | 23kg). This will be stowed in the luggage compartment. One small personal item (handbag, small backpack, or equivalent) and one carry-on suitcase. These can be stored in the limited overhead storage, on your lap or under the bus.
- ii) No oversized items such as mattresses, bicycles, large instruments, scooters, or other bulky objects will be permitted.
- iii) Fragile or loose items: Items packed in paper bags, plastic bags, or open boxes are at risk of damage or loss and may be refused by the driver.
- iv) The driver reserves the right to refuse items that appear unsafe, unsanitary, or exceed limits.
- v) **Liability:** Shambhala Music Festival, its partners, and Kootenay Charters are not responsible for any loss or damage to items placed on the buses. Please pack responsibly.

c) Drugs and Alcohol

- i) No smoking, vaping, drug use, alcohol consumption, or possession of contraband is allowed on buses.
- ii) Passengers are strictly prohibited from carrying or packing contraband of any kind, whether on their person or in their luggage. This includes, but is not limited to, illegal substances, weapons, hazardous materials, and any other unsafe or unlawful items.
- iii) Transportation will not be provided to anyone who is intoxicated or found in possession of contraband. Any passenger in violation of this policy may be denied boarding, removed from the shuttle, and/or reported to authorities.

d) Pricing

- i) Shuttles are one-way
 - (1) Shuttle services are provided on a one-way basis. Be sure to add both shuttle services to your cart if you require transportation to and from the Event.
- ii) General Admission and Early Entry
 - (1) Shuttle prices do not include General Admission or Early Entry to Shambhala. Shuttle riders must purchase Early Entry at the gate if arriving before the free entry times.

e) Shuttle Delay & Compensation Policy

- i) Force Majeure & Unforeseeable Delays

- (1) Shambhala Music Festival is not liable for delays, missed travel connections, or any resulting inconvenience caused by events outside of our control, including but not limited to: Road closures, Traffic accidents. Wildfires or other natural disasters, Severe weather, Police checkpoints or activity, Acts of God or government, or Other unforeseen circumstances. In these situations, no refunds or compensation will be issued.
 - (2) If at any time the safety of passengers or drivers is at risk due to these events, we may delay or cancel the shuttle at our discretion.
 - ii) Delays Attributable to Shuttle Operator/ Shambhala Music Festival
 - (1) In rare cases where a delay or missed departure is caused by an error on our part (e.g. failure to dispatch a vehicle, or double bookings), the situation will be reviewed internally. If we determine the delay was due to a preventable internal issue, we may offer compensation in the form of:
 - (a) A partial or full refund of the shuttle fare, and/or Assistance with reasonable onward travel arrangements (at our discretion).
 - (b) This applies only in cases where we acknowledge fault or a failure in our service delivery.
 - iii) Customer Responsibility
 - (1) It is the responsibility of each customer to plan accordingly. We recommend not booking flights or other time-sensitive travel within 24 hours of your shuttle departure, and ideally allowing additional buffer time in case of delays.

19) Merchandise

- a) Returns or Exchanges
 - i) All sales are final; Refunds or exchanges are not permitted.
- b) Shipping
 - i) Merchandise will ship based on availability.
 - ii) Orders will begin shipping by October 6, 2026, after we have reviewed all orders and completed initial processing following the ticket launch.
 - (1) Orders will be processed based on available stock and time of purchase. Priority will be given to orders placed during showtime in 2026.
 - (2) SMF Ltd. is not responsible for any delays or damages caused by shipping carriers. Our liability is limited to the cost of the merchandise purchased.
 - iii) Merchandise will be shipped to the shipping address provided during the checkout process. Please ensure all shipping details are accurate, as Shambhala is not responsible for delays or losses due to incorrect addresses.
 - iv) SMF Ltd. reserves the right to charge an additional shipping and handling fee for reshipping of merchandise.

- v) Due to the high volume of orders we receive, it may take up to **three (3) months** for all orders to be processed and shipped from October 6th, 2026.
- c) **International Shipping:** If you require your package to ship outside Canada, there may be duties, taxes, or customs fees that are the customer's responsibility.
- d) **Missing or Non-Delivery Notification & Claims**
 - i) Once your order has shipped, you will receive either:
 - (1) A **tracking number** (for tracked shipments), or
 - (2) A **shipping confirmation email** (for untracked shipments).
 - ii) The shipping method is determined based on the **number and weight of items purchased**. All hats and non-domestic orders will be shipped using a tracked service. You will be advised in your shipping notice email which method has been selected.
 - iii) **Untracked Shipments:** If you do not receive your package, you must contact us within **80 days** of the shipping confirmation email to report non-delivery. Claims made after this period cannot be honoured, and we are unable to resend your order.
 - iv) **Tracked Shipments:** If the tracking information shows that a package is missing, undelivered, or stuck in transit, you must notify us within **80 days of the shipping date**. This allows us to open a claim with Canada Post on your behalf.
 - v) Please note: Only SMF Ltd. (the sender) can initiate claims with Canada Post. Compensation or replacements will be offered at our discretion, based on the outcome of the carrier's investigation.
- e) **Product Availability**
 - i) All merchandise is subject to availability. In the event an item is out of stock, we will notify you as soon as possible and offer a refund or replacement.
- f) **Product Variations**
 - i) SMF Ltd. reserves the right to make minor variations to product colours, fabrics, materials, trims, sizing, or other manufacturing details without prior notice. Due to differences in production runs, printing processes, and screen displays, the final product may vary slightly from the images shown online. These minor variations do not constitute a defect and are not grounds for a refund, exchange, or return.

20) Data Collection Clause for Event Website:

a) Types of Data Collected

We may collect the following types of personal and non-personal information from users:

- b) Personal Information: Name, email address, phone number, postal address, and any other information voluntarily provided by users during registration or ticket purchase.
- c) Non-Personal Information: Browser information, device type, IP address, cookies, and usage data collected through analytics tools.

Purpose of Data Collection

- a) We collect user data for the following purposes:
 - Event Registration: To facilitate Event registration and ticket purchase.
 - Communication: To send Event updates, confirmations, and important information related to the Event.
 - Analytics: To analyze user behaviour on our website and improve our services.
 - Marketing: To send promotional materials or offers related to our Events with user consent.

b) Data Sharing

We may share user data with the following third parties:

- Event Organizers: Information provided during registration may be shared with the Event organizers.
- Service Providers: We may use third-party service providers for payment processing, analytics, and marketing. These providers may have access to user data as necessary for their services.

c) Data Security

We take reasonable measures to protect user data. However, please be aware that no method of online transmission or storage is entirely secure.

d) User Rights

Users have the following rights regarding their data:

- Access: Users can request access to their personal data we have collected.
- Rectification: Users can request corrections to inaccurate data.
- Deletion: Users can request the deletion of their data, subject to legal obligations.
- Opt-out: Users can opt out of receiving marketing communications.

e) Cookies and Tracking Technologies

We use cookies and similar tracking technologies to enhance the user experience and gather information about user interactions with our website.

By using our website and providing your information, you agree to the terms outlined in this data collection clause and our privacy policy.

21) Emergency Medical Care Consent

- a) In the event I am incapable of consenting to health care, I authorize the Event Organizer to summon licensed emergency medical personnel. Treatment will only be provided (a)

with my own consent, or (b) where consent is authorized under the Health Care (Consent) and Care Facility (Admission) Act or in circumstances where consent is not required by law.

b) Costs

I am responsible for out-of-pocket emergency medical costs (including BCEHS ambulance fees) that are not covered by my insurance.

c) Health Information & Privacy

I consent to the collection, use and disclosure of my personal health information for emergency treatment, payment and insurance purposes in accordance with the B.C. Personal Information Protection Act and the Festival Privacy Policy.

Release of Liability and Waiver Agreement

This Release of Liability and Waiver Agreement ("Release") is made and provided by the person signing below ("Participant") to participate in the 2027 Shambhala Music Festival ("Event") and all of the activities attendant at the Event ("Activities"), including the camping services provided under the branding "ShambhaLodging", as hosted by Shambhala Music Festival Ltd. ("SMF Ltd."), a British Columbia corporation and located at the Salmo River Ranch on Highway #3 in British Columbia ("Property"), and for other good and valuable consideration, Participant agrees to all Terms set forth in this Agreement.

Participant acknowledges that entering into this Release is required as a condition to participating in the Event. The Effective Date of this Release is on the date of its execution and delivery by the Participant.

1. Assumption of Risk. Participant understands and is aware that the Activities involve inherent risks, dangers, and hazards. The Activities include, but are not limited to, dancing, walking, swimming, camping and general recreation in conjunction with using the facilities and amenities located on the Property. The Participant may sustain serious injury, including but not limited to temporary or permanent disability, paralysis, death, and property damage. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others who are also participating in the Activities, the condition of the Property, adverse weather conditions, the conduct of other Participants at the Event, or the negligence of SMF Ltd., its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns ("Releasees"). PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS, DANGERS, AND HAZARDS THAT MAY OCCUR PURSUANT TO PARTICIPATING IN THE ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. Participant's Representations. Participant acknowledges and represents that: (1) Participant is qualified to participate in the Activities and is 19 years of age or older; (2) Participant will at all times wear appropriate attire for an outdoor music festival and while participating in the Activities as an attendee of the Event; (3) Participant understands that unless they have purchased specific ShambhaLodging packages, they are responsible for their own provision of overnight sleeping gear should they be camping at any time during the Event; (4) Participant shall at all times follow all the rules and regulations for the Activities and of the Property, including rules governing the Shambhalodging camping services offered by SMF Ltd., and any other rules and regulations that may

be established or modified by SMF Ltd., which are presently attached to this Agreement as “Schedule A – 2027 Shambhala Music Festival Rules & Ticket Sales Policies”; (5) Participant has informed themselves about the Activities that will be involved in the Event, either by previous participation in the Activities or pursuant to his or her investigation; (6) Participant will not consume or be under the influence of any alcohol or drugs at any time of participating in the Activities; and (7) Participant has fully read and understands each of the provisions of this Release and acknowledges that the Participant is voluntarily waiving substantial legal rights, including the right to sue SMF Ltd. and the Releasees.

3. Release from Liability. Participant hereby agrees to waive and release any and all claims which Participant has or may have in the future against SMF Ltd. and the Releasees arising from the participation of the Activities for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, whether caused by the negligence of SMF Ltd., the Releasees, or by any other reason. Participant acknowledges and agrees that this Release is a complete release of any responsibility of SMF Ltd. and the Releasees for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action sustained by the Participant while participating in the Activities.

4. Indemnification. Participant agrees to indemnify, defend, and hold SMF Ltd., along with Releasees, harmless from and against any third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Participant's participation in the Activities, whether or not arising out of SMF Ltd. and its Releasees' (1) negligence or willful misconduct; (2) violation of applicable law; or (3) material breach of any of the terms of this Release, and/or the Code of Conduct provided on the SMF Ltd. website at <https://www.shambhalamusicfestival.com/health-safety-harm-reduction>.

5. No Duty to Supervise. Participant acknowledges and agrees that he or she is aware that SMF Ltd. and the Releasees have no duty to supervise the Activities of the Participant. The Releasees assume no responsibility or liability for the acts or omissions of SMF Ltd., the Releasees, or any such related persons.

6. Communicable Disease. Participant acknowledges that communicable diseases (including, but not limited to, COVID-19, influenza, and other viral or bacterial infections) are highly contagious and may result in serious injury or death. As a condition of your ticket purchase, and by entering the Event, you voluntarily agree to assume all risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expenses, of any kind, that you may experience or incur as a result of exposure to or contraction of a communicable disease.

7. Entire Agreement. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Except as expressly provided in this Release, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Release.

8. Governing Law. This Release shall be governed by, and construed and enforced in accordance with, the laws in force in British Columbia, excluding any conflict of laws rules or principles which might refer such construction to the laws of another jurisdiction. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of British Columbia and waive any objection relating to improper venue or inconvenient forum to the conduct of any proceeding in any such court.

9. Severability. In the event that any term or provision, or any portion of a provision, of this Release is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

This Release of Liability and Waiver Agreement is available for download here: <https://www.shambhalamusicfestival.com/terms-conditions>. Please take the time to download this document and review the same with a lawyer if you are unsure of the meaning and implications of any of its terms. By digitally signing this Agreement, you acknowledge that

you have had time to inform yourself of the meaning and implications of the document and you have read and understood all the Terms.