

## **CHCDC Event Terms & Conditions**

Please be advised, the purchase and/or use of a Ticket to, and/or entry into, the Event shall constitute Your unconditional acceptance to be bound by (i) any and all of the terms and conditions contained within this agreement (this “Agreement”) between the purchaser and/or ticket holder (hereinafter referred to as “You” or “Your”) and City Heights Community Development Corporation (“CHCDC”) to attend all or part of the Event. For the avoidance of doubt, Your presence at the Event will be governed by this Agreement.

### **Section 1: Your Ticket**

For safety reasons, CHCDC 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 of any person to the Event site, regardless of the possession of a valid Ticket.

Subject to the limitations of this Agreement, CHCDC reserves the right to change, modify, or alter any aspect of the Event (including, without limitation, the appearance of any performer, vendor, artist, or special guest (collectively “Special Guests”), and/or the run of show or schedule for the Event), at any time, for any reason whatsoever, without any prior notice or compensation to You.

You understand that a change in the Event schedule, or the change of any appearance of any Special Guest shall not, under any circumstances, entitle You to any claim(s) whatsoever, including, but not limited to, a refund for Your Ticket. You understand, acknowledge, and agree that any Event promotional material is intended for informational purposes only, and is subject to change without prior notice.

**EXCEPT AS EXPLICITLY OTHERWISE PROVIDED HEREIN, YOU UNCONDITIONALLY UNDERSTAND THAT ALL TICKET SALES ARE FINAL. THERE WILL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES.**

If the Event is cancelled in whole, or in part, due to a Force Majeure Event (as defined below), You will not be entitled to a refund. Notwithstanding the foregoing, CHCDC may issue, at CHCDC’s sole and absolute discretion, a partial or full refund of Your Ticket, by accounting for, among other considerations, the extent and nature of the cancellation. A “Force Majeure Event” shall mean an act of God, act of a pandemic, terrorism, earthquake, wildfire, flood, tsunami, strike or other labor condition or dispute, an order or injunction of any court or administrative body or any other act of public authority, severe weather threatening the safety of Event attendees or similar contingency or unexpected event, and any such occurrence beyond the reasonable control of CHCDC. You understand that in all instances, the maximum remedy You may receive for any

cancellation of any part of the Event, if any, will be the face value of Your Ticket, excluding all fees, taxes and/or service charges paid by You in connection with the purchase of Your Ticket.

By entering the Event, You assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Event, whether occurring prior to, during, or subsequent to, the Event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever. You understand that Your use of Your Ticket is contingent upon Your voluntary assumption of the risk and danger that may result from, or be incidental to, Your presence at the Event, whether occurring prior to, during or after the Event, including, but not limited to, any actions or omissions of CHCDC Parties (as defined herein).

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 or for no reason at all, 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.

## **Section 2: Security**

Please note that all ticket holders are subject to being searched upon entering the Event site. Security guards may inspect all objects brought onto the Event site including, but not limited to, clothing, luggage and other personal items in order to detect objects that may disrupt the course of the Event, jeopardize the safety of other ticketholders, or disturb the peace. Security guards may search any persons and property on the Event site at any time, including, but not limited to, storage lockers, and confiscate any prohibited items, in their sole discretion. Given the volume of attendees, it is not guaranteed that these objects will be returned to You.

### **PROHIBITED ITEMS FOR THE EVENT INCLUDE, BUT ARE NOT LIMITED TO:**

- GLASS OF ANY KIND
- WEAPONS OF ANY KIND (REGARDLESS OF PERMIT)
- PAINT OF ANY KIND (INCLUDING PAINT MARKERS AND SPRAY PAINT)
- FIREWORKS
- CONTROLLED SUBSTANCES
- DRUGS OR DRUG PARAPHERNALIA
- LARGE CHAINS
- LASER POINTERS
- PROJECTILES OR EXPLOSIVES
- KNIVES OR SHARP OBJECTS

## **Section 3: Photo and Video Release**

By attending the Event, You understand, agree and acknowledge that (i) You may be photographed and filmed, and (ii) You hereby provide CHCDC with Your absolute, irrevocable, express consent to be photographed and filmed. You further understand and agree that these images and/or recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for archival, promotional, and/or commercial purposes, in any manner, and in any media, now known or hereafter discovered, without any compensation to You. Your name, image and/or Your likeness may be captured as part of and/or used in connection with any broadcast/stream, audio, visual, or audio-visual recording, photograph, or other reproduction or other publication of the Event (the “Footage”) and may also be used by or on behalf of CHCDC or any of CHCDC’s parent entities, subsidiaries, affiliates, partners, sponsors, officers, shareholders, successors or assigns for any purpose, including, but not limited to, archival, promotional, and commercial purposes, without any compensation to You. You waive all other rights in and to the Footage, including, but not limited to, all claims of moral rights. This Footage may be used as a means to identify and facilitate the prosecution of illegal or impermissible conduct.

At the Event, there may be camera surveillance for the purpose of ensuring the safety and proper operation of the Event. The Footage may be registered or stored by CHCDC 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.

Any recordings made by ticketholders on or near the Event site may not be used for commercial or public purposes, unless consented to by CHCDC (including, without limitation, having ads run on or beside such videos on YouTube and other video sharing websites). Non-professional grade small video cameras and cameras are allowed at the Event site.

#### **Section 4: Medical Care**

You hereby consent to medical care and transportation in order to obtain treatment upon the occurrence of an injury as Event staff, security, police or medical professionals may deem appropriate in their reasonable discretion. You understand this waiver extends to any liability that arises out of, or is in any way connected with, the medical treatment and transportation provided in the event of an emergency and/or injury.

You hereby agree to release and hold harmless CHCDC Parties and any Event staff from any liability arising out of or in connection with the actions or omissions of CHCDC Parties related to Your medical care.

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, except to the extent caused by the gross negligence or willful misconduct of CHCDC Parties.

### **Section 5: Indemnification**

You hereby indemnify and hold harmless CHCDC, their partners, their related companies, and each of their respective representatives, officers, directors, owners, members, trustees, agents, attorneys, employees, successors and assigns, Event sponsors/promoters, Event staff, and their respective management, agents, and designees (collectively, "CHCDC Parties") harmless from any loss, liability, damage or cost in any way arising out of, or related to, Your actions and omissions at, around, or while traveling to and from, the Event.

You hereby waive, discharge, hold harmless and covenant not to sue CHCDC Parties for any and all liability arising out of, or in connection with, the Event, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or experiences 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, arising out of, or related to, the Event, Your attendance at the Event, or Your travel to and from the Event, except to the extent caused by the gross negligence or willful misconduct of CHCDC Parties.

IN NO EVENT WILL CHCDC PARTIES OR THEIR SUPPLIERS, ADVERTISERS, AND SPONSORS, 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 CHCDC 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. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CHCDC PARTIES WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER ATTENDEE OF THE EVENT TO CONFORM TO THESE RULES, (b) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ATTENDANCE AT THE EVENT, (c) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (d) ANY LOST, STOLEN OR DAMAGED TICKETS, OR FAILURE OF EVENT STAFF OR SECURITY TO HONOR YOUR TICKET. **YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EVENT IS TO LEAVE THE EVENT. THE**

LIMITATIONS IN THIS SECTION APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. IN SUCH CASES, CHCDC PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE BY YOU.

### **Section 5: Miscellaneous Provisions**

In no event shall CHCDC Parties be liable for any claim unless written notice is given within six (6) months from the date of the loss or incident. No suit for any cause may be maintained against CHCDC Parties unless it is commenced within one (1) year after the Event. The parties hereto specifically consent to exclusive personal jurisdiction of the Commercial Rules of the American Arbitration Association.

These terms shall be governed by and construed under the laws of the State of California. Any controversy or claim arising out of or relating to these terms shall be brought only in arbitration, located in San Diego, California.

You understand that CHCDC Parties and all other related parties, including, but not limited to, each of CHCDC Parties and the related parties' 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 at the Event site regardless of fault or reason, so act accordingly.

You unconditionally agree that the terms and conditions contained herein and/or referenced herein represent the entire Agreement between You and CHCDC 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 CHCDC. You further confirm that there are no other agreements between You and any of the other CHCDC 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. Any updates to these terms and conditions will be posted to this website address.

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible so as to effect the intent of the parties hereto, and the other provisions contained herein will remain in full force and effect. CHCDC's failure to insist

upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.