

**I ACKNOWLEDGE THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR MY PARTICIPATION IN SKINFUL HALLOWEEN MUSIC FESTIVAL 2013 AS SET FORTH BELOW. I AGREE TO HAVE ANY CLAIM DECIDED BY NEUTRAL ARBITRATION AND GIVE UP THE RIGHT TO A JURY OR COURT TRIAL.**

**TERMS AND CONDITIONS**

Lineup is subject to change – Event Rain or Shine.

In consideration of being allowed to purchase admission tickets at <http://www.charleston.strangertickets.com> (the “Site”) and to attend any event associated therewith SKINFUL HALLOWEEN MUSIC FESTIVAL (“Event”), I agree to comply with any and all rules, regulations, terms and conditions of the Site and the Event (the “Terms and Conditions”). These Terms and Conditions are in addition to and supplement any terms and conditions set forth on the Site, and are binding to the extent you are purchasing a ticket or tickets to attend an Event affiliated with SKINFUL HALLOWEEN, LLC (“Skinful”), a South Carolina limited liability company, or their managers, employees, officers, directors, shareholders, investors, associates, agents, contractors, volunteers, sponsors, vendors, participants, or exhibitors or any other person or company in any way associated with the Event. These Terms and Conditions shall govern in the event that any are inconsistent with any terms and conditions set forth on the Site. These Terms and Conditions will remain in full force and effect regardless of the issuance of any refund of the amounts you pay for your tickets(s). For purposes of these Terms and Conditions, Skinful, and their managers, employees, officers, directors, shareholders, investors, associates, agents, contractors, volunteers, sponsors, vendors, participants, or exhibitors or any other person or company in any way associated with the Event, are referred to as “we”, “you” or “your”. The Terms and Conditions include, but are not limited to, the following:

**TICKET PURCHASES**

You agree that all information that you provide in connection with your ticket purchase will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. The sale or purchase of tickets to entertainment events may be regulated by South Carolina, Charleston County, and City of Charleston laws or regulations. You acknowledge that complying with laws is your responsibility, and YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update

all information as it changes. You agree that you will only use credit cards belonging to you, friends or immediate family members who expressly authorize such use, for the purpose of purchasing tickets. All ticket prices for events that occur are stated in U.S. Dollars.

## **REFUNDS AND CANCELLATIONS**

### **Cancelled and Rescheduled Events**

In the event that a scheduled Event is canceled or rescheduled, we will inform you of such cancellation and issue a refund of the amount you paid for your ticket(s), or inform you of the new date and time of the Event in the event of a rescheduling. If you wish to receive a refund of the amount you paid for your ticket(s) in the event of a rescheduling, we reserve the right to issue or withhold such refund in our sole discretion and in compliance with the terms of our agreements with artists, promoters and other third parties. In either case, you agree to follow any refund or exchange instructions that we have posted on the Site. If you purchased your ticket(s) through our box office, you agree to return your ticket(s) to the same location in the event that a refund is issued or to exchange your tickets in the event of a rescheduling.

### **Refunds and Exchanges**

All ticket sales are final, and no refunds will be issued unless otherwise stated. You agree and acknowledge that you will not attempt to evade, avoid or circumvent the refund prohibitions set forth in these Terms, and you will not dispute our policies or otherwise seeks a “chargeback” from the company whose credit card you used to purchase tickets from the Site. In the event that you violate the provisions of this paragraph, we may cancel your ticket, or, in our sole discretion, refuse to honor pending and future ticket purchases made using all credit card accounts or online accounts on which such chargebacks have been made. In the event that we do issue a refund, we will issue a refund for the face value of the ticket using the same method of payment that was used to purchase the tickets. We will not refund certain service fees or delivery charges, and in no event will we be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or proposed event.

## **LICENSE; EJECTION AND CANCELLATION; NO REDEMPTION VALUE**

We or our employees, agents, independent contractors and promoters reserve the right to refuse admission to, or eject, any person whose conduct is deemed disorderly or who fails to comply with any venue or event rules, without refund of any amount paid. A ticket is a revocable license which may terminate upon your breach of any of these Terms and Conditions, or upon issuance of a refund of the amounts you paid for your ticket(s). A ticket is not redeemable for cash.

## **WAIVER AND RELEASE OF LIABILITY**

My participation in the Event constitutes an express contractual assumption of all risks, waiver of and release from all liability, including but not limited to negligence and an indemnity for all third party claims while attending the Event at 7751 Toogoodoo Road, Meggett, South Carolina, 29449.

I know that participating in an outdoor music festival, especially at night, can pose certain risks and dangers in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively “damages”) that can occur while participating in an outdoor music festival. I know that the risks, hazards and dangers include, but are not limited to: dangers associated with manmade and natural obstacles, falling, tripping, dangers of collisions with other attendees, staff, participants, vendors, and/or volunteers, fixed or moving objects, dangers arising from surface hazards, lack of lighting, equipment failure, inadequate safety equipment, use of equipment or materials provided by Skinful and others. (All of the above defined activities are collectively referred to throughout this Agreement as “Hazardous Activities”.)

By executing this agreement, it is my intention to relieve in advance Skinful, of any duty to me and I do assume the entire risk of any of the Damages which might occur during or as a result of my participation in the Event. By this agreement I also intend to release, discharge and absolve Skinful from any and all liability for any active or passive negligence whatsoever by the its managers, employees, officers, directors, shareholders, investors, associates, agents, contractors, volunteers, sponsors, vendors, participants, or exhibitors or any other person or company in any way associated with it. I waive and relinquish any claim or cause of action against Skinful for any loss, claim, damage, personal injury, disability, death, medical, and any other type of expense or property damage or loss caused by any negligence, or any other act or failure to act of Skinful, and promise not to sue or exercise any legal right to seek damages from Skinful.

In consideration of participating in the Event, I

- a. Agree to waive any and all claims for Damages that I may have against Skinful its managers, employees, officers, directors, shareholders, investors, associates, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person or company in any way associated with it;
- b. Agree to release Skinful from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities while participating in the Event;
- c. Agree to hold harmless and indemnify Skinful and all entities associated with Skinful from any and all liability for the Damages to any third party resulting from my participation in any event(s), activities, and/or competition(s), including but not limited to, the Hazardous Activates while at Event located at 7751 Toogoodoo Road, Meggett, South Carolina, 29449;
- d. Understand that the Staff and Volunteers of Skinful are expected to enforce high standards of participant conduct and behavior to assure that other participants, attendees, and Staff and Volunteers may enjoy the Event and its activities, and/or competition(s) without interference or distraction from unruly or otherwise inconsiderate participants. Staff Members and Volunteers have the discretion to

identify unspecified misconduct as warranted. I agree to abide by the verbal (or otherwise specified) standards of conduct as defined by Skinful. Violations of these standards may result in disciplinary consequences, up to and including, expulsion from participating in the Event and its activities, and/or competition(s);

- e. Understands and agree that I am financially responsible for the my destructive acts against Skinful property and/or persons;
- f. Understands and agree that Skinful is not liable or responsible for the well-being, safety, parent contact, or transportation of myself once the event(s), activities, and/or competition(s) conclude(s), whether closure is the result of inclement weather, normal business hours, or for any other reason;
- g. Understand this waiver and release of liability and indemnification agreement (collectively referred to hereafter as “Waiver and Release”) shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the events of my injury, disability or death.
- h. Have read, understand and agree to be bound by the Rules of Safety/Conduct governing my behavior while participating in the Event and its activities, and/or competition(s) sponsored by Skinful I understand that these rules are strictly enforced. Any dispute, controversy or claim arising out of this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be Charleston, South Carolina. The award of the arbitrator (the “Award”) shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the state of South Carolina. The rules of evidence applicable to proceedings at law in the state of South Carolina shall be applicable to the arbitration proceeding.

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- i. Understand that according to South Carolina State Code of Laws 1976 under Chapter 21 of Title 52, any person while participating in the Event and its activities, and/or competition(s) sponsored by Skinful is responsible for all damages, injury, or death to self or other persons which result from these activities and that the participant is legally responsible for all damages, injury, or death to self or others which results

from these activities. Full statement of the Law is public. I further agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the law of the state of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further certify that I have no medical condition which would cause my participation in activities of the Event and its activities, and/or competition(s) to be potentially hazardous to my health. In addition, this Waiver and Release of Liability shall constitute authorization for Skinful to provide or cause to be provided such medical treatment to the myself as may be necessary or appropriate if any injury occurs while at Event. I further authorize attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so. I also authorize Skinful the right to use all photographs and/or video(s) taken of me while participating in the Event and its activities, and/or competition(s) for advertising or promotional purposes. I understand that Skinful may utilize video and audio monitoring on at the Event, and that any information gathered by these devices may be used as evidence before legal enforcement officials and/or arbitrators.

I have READ AND VOLUNTARILY ACKNOWLEDGE THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this WAIVER AND RELEASE OF LIABILITY have been made by a representative, employee, and/or agent of Skinful or anyone else with regard to this subject matter.