

SUWANNEE HULAWEEEN 2019 TICKET

TERMS AND CONDITIONS

By purchasing a ticket, accepting a wristband, and/or entering onto the Spirit of the Suwannee Music Park® for the 2019 Suwannee Hulaween (the “festival”), I (the “Guest”) agree to the following terms and conditions. I acknowledge that I have read each of the terms and conditions, and have had the opportunity to review them with the legal counsel of my choice, and agree to abide by, and be bound by, each term and condition. That agreement is also intended to bind my successors, heirs, representatives, administrators, and assigns. AGREEMENT TO THESE TERMS AND CONDITIONS CONTAINS A WAIVER OF LIABILITY FOR NEGLIGENCE.

1. RELEASE OF LIABILITY: Guest expressly acknowledges and agrees to voluntarily assume all risk and danger arising from or incidental to the festival, including entry, attendance, and exit.

Guest acknowledges that there are various risks and dangers associated with the festival, which is held out-of-doors and includes traditional Suwannee Hulaween celebrations (including costumes, people wearing masks, makeup and guests distributing candy, toys and other items) including, but not limited to: loss of, or damage to, personal property; injury or fatality due to special effects and loud amplified sound (noise, heavy bass, bright lights, strobe lights, fireworks, bursts of flame, laser lights, confetti, glow-sticks, balloons, totems, or other special effects), exposure to alcohol, or other intoxicating substances, mass audience issues such as vehicle and golf cart congestion, rude behavior, fighting, excited celebrations, or crowded conditions, inclement weather (rain, wind, cold, heat, lightning, fog, smoke, smog, or other inclement condition), slipping, falling, or tripping on tree roots, chairs or other objects, insect or animal bites, poisonous plants, thrown or falling objects, dust, immersion in cold water, hypothermia, hyperthermia, dehydration; or suffering of any type of accident, illness, death to a person or an unborn child in large music and art festival held in a remote area without easy access to hospitals or other emergency medical facilities.

Guest releases, waives, discharges, and covenants not to sue Cornett’s Spirit of the Suwannee, Inc., and/or James Cornett, and their respective officers, directors, employees, contractors and agents, from any and all liability (whether by negligence, breach of contract, strict liability, or otherwise) for any claims, causes of action, obligations, lawsuits, charges, complaints,

controversies, damages, costs or expenses of whatsoever kind, nature or description arising out of or connected with my attendance or camping at the festival.

2. AGREEMENT TO ABIDE BY PARK AND FESTIVAL RULES: Guest acknowledges that he or she has read and agrees to abide by the Spirit of the Suwannee Music Park ® campground rules and the festival rules. Guest understands that he or she may be ejected from the festival without a refund for a violation of such rules and may be permanently banned from the Spirit of the Suwannee Music Park ®, or subject to civil or criminal prosecution.

3. NO TICKET OR WRISTBAND REFUNDS OR EXCHANGES: Guest acknowledges that festival is a multi-day rain or shine, outdoor event, that the artists and schedule of the festival are subject to change, and that all tickets are non-refundable. If your festival ticket or wristband is lost, damaged or stolen, then you will not be issued a refund and may be required to leave the festival. Guest's ticket or wristband is merely a revocable license to the person to whom it is sold or registered to attend the festival.

4. USE OF GUEST'S LIKENESS: Guest acknowledges that all or portions of the festival may be photographed, audio or video recorded, and/or broadcast or live streamed on the Internet. Guest consents without further authorization or payment of compensation to the use of his or her image, likeness, or voice for any use and in any format (live or recorded) deemed appropriate by Cornett's Spirit of the Suwannee, Inc., and James Cornett worldwide and forever.

5. CONSENT TO MEDICAL TREATMENT/TRANSPORT: In the event that Guest is injured during the festival, guest consents to treatment and transport, if necessary, by emergency medical technicians, paramedics, doctors, or persons administering emergency care or first aid; and Guest agrees to reimbursing such persons for the reasonable costs of treatment, transport and care.

6. CONSUMPTION OF ALCOHOL AND INTOXICANTS: Guest acknowledges that he or she will abide by all federal, State of Florida and Suwannee County laws and rules regarding the purchase, possession or consumption of alcoholic beverages or other intoxicants and that he or she will only responsibly consume such intoxicants. Guest acknowledges that the legal age for

possession of alcoholic beverages is 21 year of age and that Guest may be required to wear a wristband indicating that his or her identification has been verified as to legal age.

7. CONSENT FOR MINOR: Guest acknowledges that if he or she is the parent or legal guardian of a minor (person under the age of 18), that he or she will supervise, be responsible for, and accompany such minor who attends the festival. Guest further acknowledges that he or she has the legal authority and agency to bind each such minor under his or her care or custody to each of these terms and conditions.