

# SJF 2021 TERMS AND CONDITIONS

1. **No Refund Policy.** By purchasing ticket (Credentials), customer agrees to "no refund and no exchanges" policy for ANY REASON. No exceptions. If the event is postponed, Credentials will be good for the rescheduled event. The Seabreeze Jazz Festival has the right to reschedule the postponed event up to 12 months from the original date of the performance.

a. Seabreeze Jazz Festival does not issue refunds under any circumstances. Any and all payments made to Seabreeze Jazz Festival are not refundable for any reason, including, without limitation, failure to use Credentials due to illness, acts of God including communicable diseases including COVID-19, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. Seabreeze Jazz Festival will not issue refunds for Credentials that have been revoked.

b. Unused Credentials have no monetary value and cannot be credited to a postponed future years or events. Seabreeze Jazz Festival will not issue refunds or credits due to failure to redeem a discount coupon during the ticket ordering process.

c. Lost or stolen Credentials will only be replaced by discretion of the event promoter. In the event Credentials are lost or stolen, new Credentials will need to be purchased at the full price in effect at that time for a Participant's continued access to the Events, including, without limitation, including the main performances, cruises, and after party shows.

2. **Chargeback Policy.** You agree that you will not attempt to evade, avoid, or circumvent accepted TERMS AND SERVICE in any manner with regard to tickets you purchased. With limiting the generality of the foregoing, you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from Seabreeze Jazz Festival. Should you do so, your tickets may be canceled, and Seabreeze Jazz Festival may, in its sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks were made, and may prohibit all persons in whose names the credit card account exists and any person who accesses any associated online account or credit card or who otherwise breaches this provision from purchasing and using Seabreeze Jazz Festival tickets.

3. **Wearing Credentials is Required for Entry.** For security reasons, and to allow entry into Seabreeze Jazz Festival Event(s), Participant must wear, possess and present their Credential as follows: wristbands must be worn on

patron's wrist in plain view and any Seabreeze Jazz Festival-issued lanyard around the patron's neck while participating in Events, Wristbands must be securely affixed to the patron's wrist and remain on the patron's wrist throughout the Seabreeze Jazz Festival Events, and digital Credentials must be presented by the patron on a digital device in their possession. No other laminates may be worn on the Seabreeze Jazz Festival lanyard for the badge to be valid. If a Credential is not worn or presented correctly by a patron, Seabreeze Jazz Festival reserves the right to deny that Participant's entry into Seabreeze Jazz Festival Events.

**4. No Tampering with Credentials.** Tampering with any Credentials, including, without limitation, Wristbands (e.g., stretching, tearing, cutting, taping, etc.) is not permitted. If tampering is evident, the applicable Credential will be invalidated and confiscated and patron will not be allowed entry to any/all Seabreeze Jazz Festival venues and Events where the Credential is required.

**5. Image Release.** Photographs and/or audio/video recordings taken at the Events by Seabreeze Jazz Festival, or others on behalf of Seabreeze Jazz Festival, may include a Participant's image, name, voice and/or likeness. By attending and/or participating in the Events, patron hereby grants Seabreeze Jazz Festival permission to use, and to sublicense to third-parties, the patron's photograph, image, likeness, voice and statements for any purpose, including, without limitation, commercial purposes, without compensation or credit to the patron, in any and all media now known or hereafter devised. Participant further acknowledges and agrees to the Photo and Video Policy applicable to the Event that patron is participating in or purchasing a Credential to attend, which policies are incorporated herein by this reference. (See [Seabreeze Jazz Festival Attendee Photo and Video Policy])

**6. Weapons-Free Policy.** Seabreeze Jazz Festival is a private event and maintains a Weapons-Free Policy for the Events. Participant is prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and are not permitted to bring weapons onto the premises of any Seabreeze Jazz Festival Events. Participant's bags may be checked prior to entering a venue by: (a) Seabreeze Jazz Festival and its employees, contractors and/or representatives; (b) the venue for Seabreeze Jazz Festival Events; and/or (c) Seabreeze Jazz Festival clients or their representatives. Seabreeze Jazz Festival reserves the right, in its sole discretion, without refund to patron, to deactivate and/or revoke the Credentials of a patron if such patron violates this Weapons-Free Policy. Patron agrees that this policy is in force, and agrees to comply with the policy, regardless of whether signs prohibiting weapons are posted on the premises of any official Seabreeze Jazz Festival Event.

**7. Voluntary Participation & Assumption of Risk.** Participant understands that participating in the Events is voluntary and may involve certain risks of physical injury, damage to property, and other damages or losses that may be sustained

by a patron. Patron assumes all risk of damage, property loss, and/or personal injury which may occur by participating in the Events.

**8. Additional Seabreeze Jazz Festival Policies.** Participant has read, understands, and agrees to the Terms of Use, Privacy Policy and RFID Policy applicable to the Event Participant is participating in or purchasing a Credential to attend, which policies are incorporated herein by this reference.

**9. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SEABREEZE JAZZ FESTIVAL or CARTER BROADCASTING, INC BE LIABLE TO ANY PARTICIPANT, OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENTS, EVEN IF SEABREEZE JAZZ FESTIVAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENTS, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENTS, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. SEABREEZE JAZZ FESTIVAL EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN.

**11. Indemnification.** Participant agrees to indemnify, defend, and hold Seabreeze Jazz Festival and/or Carter Broadcasting, Inc and its officers, employees, volunteers, contractors, suppliers, and representatives harmless from and against any and all claims, demands and all other liabilities, including, without limitation, costs and attorneys' fees, made by any third party arising out of or in connection with Participant's use of the registration(s) or Credentials, or any violation of the terms by patron.

**12. Choice of Law.** These Terms are governed by the laws of the State of Florida, without regard to its principles of conflicts of laws. Participant and Seabreeze Jazz Festival hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Walton County, FL and agrees that any such court will be the proper forum for the determination of any dispute arising hereunder.

**13. Updates to Terms.** Seabreeze Jazz Festival reserves the right to make changes to the Terms at any time without notice to patron, so please check back and review the Terms from time to time.

**14. General Provisions.** Nothing in this agreement establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect.

### **15: Express Assumption of Risk & Release of Liability - COVID-19 & Other Infectious and/or Communicable Diseases**

Please note the CDC advises that older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Guests should evaluate their risk in determining whether to attend. People who show no symptoms can spread COVID-19 if they are infected, any interaction with the general public poses an elevated risk of being exposed to COVID-19, and we cannot guarantee that you will not be exposed during your visit.

This Section 15 is an acknowledgement and express assumption of risk and release of liability as it relates to the risks of being exposed to or contracting COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof), the coronavirus that causes COVID-19, or any other communicable and/or infectious disease, while attending the Seabreeze Jazz Festival ("The Festival"). By purchasing an admission ticket(s) and/or pass(es) and entering The Festival, you are acknowledging and confirming on your behalf, and on behalf of any individual who uses the admission ticket(s) and/or pass(es) you purchased to enter The Festival (including any minor children), both now and in the future, that you understand and expressly assume the risk that during your visit you may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. You expressly understand that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting communicable and/or infectious diseases, including, but not limited to, COVID-19 and the Coronavirus that causes COVID-19, that Seabreeze Jazz Festival cannot guarantee that you will not be exposed during your visit to The Jazz Festival, and that as such, potential exposure to or contraction of COVID-19 or any other communicable and/or infectious diseases are risks inherent in your decision to visit The Festival and cannot be eliminated. You

further acknowledge and understand that if infected with COVID-19, the Coronavirus that causes COVID-19, or any other communicable and/or infectious disease, you may infect others you subsequently come in to contact with, even if you are not experiencing or displaying any symptoms of illness yourself, and that the risk of spreading COVID-19 to others remains even after the you depart The Festival. The same is true for many other communicable and/or infectious diseases you may be exposed to during your visit.

You and Seabreeze Jazz Festival further agree that we intend this Section to be a binding and full release of liability for negligence and/or the inherent risks associated with visiting The Seabreeze Jazz Festival during an epidemic or pandemic with respect to any controversy, claim or dispute that may arise out of or during your visit to The Seabreeze Jazz Festival that is related to exposure to or the contraction of any communicable and/or infectious disease, including, but not limited to, COVID-19 or the Coronavirus that causes COVID-19.

Specifically, you agree that: YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN) HEREBY RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE SEABREEZE JAZZ FESTIVAL AND/OR CARTER BROADCASTING, INC AND THE ADDITIONAL RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE AND/OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19 (OR THE CORONAVIRUS THAT CAUSES COVID-19), DURING YOUR VISIT TO THE JAZZ FESTIVAL, OR DURING YOUR PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY SEABREEZE JAZZ FESTIVAL, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE JAZZ FESTIVAL DURING ANY EPIDEMIC OR PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO YOUR MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEIR VISITING THE JAZZ FESTIVAL USING TICKET(S) AND/OR PASS(ES) YOU PURCHASED OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY YOU AFTER YOUR VISIT TO THE JAZZ FESTIVAL. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT IT IS YOUR INTENTION THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS BEING ENTERED IN TO ON YOUR BEHALF, AS SET

FORTH ABOVE, AND ALSO ON THE BEHALF OF ANY OTHER INDIVIDUAL WHO USES AN ADMISSION TICKET AND/OR PASS PURCHASED BY YOU TO ENTER THE PROPERTIES.

For purposes of this Section, you and Seabreeze Jazz Festival agree that the "Released Parties" shall include (a) Seabreeze Jazz Festival, (b) Carter Broadcasting, Inc; (c) the respective employees, agents, shareholders and officers of the entities described in (a)-(b) above; and (d) the licensees, successors, assigns and heirs of the entities and individuals referred to in (a)-(c) above.

This acknowledgement and express assumption of risk and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.