

## Surftoberfest Terms & Conditions

In consideration and acceptance of entrance into the “Surftoberfest” (the “Event”), you accept, acknowledge, and irrevocably agree to, all of the following:

1. Your ticket is a revocable license that grants You admission to 2017 S Coast Hwy, Oceanside, CA 92054 (the “Venue”) for the Event.
2. Tickets are issued subject to, and at all times Attendee(s) must abide by and comply with, these terms and conditions, all applicable Venue policies, and the instructions of any person acting on behalf of Compass Wellness Alliance (the “Promoter”), and/or Venue.
3. Lost, stolen, counterfeit tickets or tickets sold in violation of any applicable law may not be honored.
4. Attendee(s) and Attendee(s) belongings may be searched upon entry into the Venue and Event. By tendering a ticket and entering the Venue and Event, Attendee consents to such searches and waives any related claims that Attendee might have against Promoter and/or the Venue. If Attendee elects not to consent to these searches, Attendee will be denied entry into the Venue and Event. Admission to the Event may be refused or withdrawn, or the Attendee may be ejected, in the sole and absolute discretion of Promoter. Promoter may postpone, cancel, interrupt or stop the Event or any portion thereof due to adverse weather, dangerous situations, or any other causes beyond their control. The sole and exclusive remedy for the Attendee if admission is refused or withdrawn, or if the event is cancelled and not rescheduled, is a refund of the face value of the ticket; provided, however, that no refund or other remedy will be provided if the Attendee is ejected or refused entry due to disorderly conduct or failure to comply with these terms and conditions, and/or the instructions of any person acting on behalf of Promoter and/or the Venue.
5. There is a ZERO TOLERANCE policy for harassment of any kind at Event including, without limitation: stalking, intimidation, offensive verbal comments, physical assault and/or battery, bathroom policing, inappropriate physical contact and unwelcome physical attention, harassing or non-consensual photography or recording, sustained disruption of and Event-related activities, bathroom policing, inappropriate physical contact and unwelcome physical attention. This policy applies to EVERYONE at the Event, and is in relation to, but not limited to: race, color, national origin, gender, gender identity, gender presentation, sexual orientation, age, body size, disability, appearance, religion, citizenship and pregnancy. If a person engages in any of the foregoing behavior, Promoter will take prompt action in any form they deem appropriate, including expulsion from Event with no refund. Anyone can report harassment. Attendee should immediately contact Promoter, security personnel, or any Event representative to report harassment to Attendee or anyone else. If necessary, Promoter will contact local law enforcement, provide escort, offer a safe place or otherwise assist those experiencing harassment to make sure such person feel safe for the rest of the Event.

6. Attendee hereby irrevocably grants to Promoter (i) permission to capture, photograph, broadcast (live or recorded) and/or make a recording (video and/or audio) of Attendee, Attendee's name, image, likeness, portrait, recorded voice and/or biographical information, and (ii) an a perpetual, transferable, royalty-free license to reproduce, use, publish, publicly perform, publicly display, broadcast, transmit, and otherwise exploit for free, for a fee or for sale, via any medium, including, without limitation, terrestrial radio, satellite radio, television, the Internet (including, but not limited to, Promoter website(s), any third party websites such as Facebook or Twitter, Instagram, or YouTube, social media pages, and/or viral distribution through email or other means of sharing), for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing the Promoter, the Promoter's business(es), and/or the Event, including, without limitation, Event-related products and services or its sponsors, in any manner, by any means, whether now known or hereafter devised, in whole or in part, alone or in compilation with content provided by third parties, and for any of which Attendee shall receive no payment of any additional compensation. In so doing, Attendee respectively waives any potential claims against Promoter and any of their affiliates with respect to any such usage and/or editing in whole, or in part, alone or in compilation with content provided by third parties, and Attendee hereby consents to all such use, for any of which Attendee acknowledges and agrees shall be without any payment or any additional compensation.
7. ATTENDEE(S) ARE SOLELY RESPONSIBLE FOR ATTENDEE(S) PROPERTY. ATTENDEE(S) ACKNOWLEDGE AND AGREE THAT ATTENDEE(S) ASSUME ANY AND ALL RISK(S) ASSOCIATED WITH THE LOSS AND/OR DAMAGE OF ANY OF ATTENDEE'S PERSONAL ITEMS AND/OR PROPERTY LEFT UNATTENDED AT, DURING, AND/OR AFTER THE EVENT, AND THAT PROMOTER AND VENUE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE LOSS AND/OR DAMAGE OF ATTENDEE'S PROPERTY, AND/OR FOR ANY INJURIES CAUSED BY ATTENDEE'S PROPERTY.
8. ATTENDEE(S) ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO ANY ATTENDEE, TO ATTENDEE'S SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE(S) AND ESTATE, OR TO ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, OR LOSS OF USE DAMAGES.
9. In the event that Attendee files a lawsuit against the Released Parties, Attendee agrees to do so solely in the State of California, and Attendee further agrees that the substantive law of California shall apply in any such action without regard to the conflict of the law rules of that state. Should the Released Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Attendee agrees to indemnify and hold them harmless for all such fees and costs.
10. Attendee(s) acknowledge and agree that Attendee(s) have read these terms and conditions, and understand the contents. Attendee(s) acknowledge and

understand that by accepting these terms and conditions Attendee(s) are waiving certain legal rights and voluntarily seeks to do so. Attendee(s) affirm, represent and warrant, that Attendee(s) are at least eighteen (18) years of age, and that in the case the individual attending the Event and/or participating in any Event-related activities is a minor (i.e., 17 years of age or younger; not yet 18 years of age), Attendee(s) affirm, represent and warrant that Attendee(s) (i) are the parent or legal guardian of such minor; (ii) have the legal authority to enter into this agreement on such minor's behalf, and (iii) acknowledge and agree that the terms of this agreement shall apply equally to Attendee(s) and to all those on whose behalf Attendee(s) have the authority to represent. Attendee(s) agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Attendee(s) agreement to these terms and conditions is voluntary, and Attendee(s) intend for the Released Parties to rely on your agreement.