

Friends of Front Street Shelter's Front Street Brewfest (Brewfest) Terms and Conditions

These Terms and Conditions may be modified at any time and from time to time; the date of the most recent changes or revisions will appear on this page. By your continued access to and use of the Friends of Front Street Shelter website or ticket purchasing website (Eventbrite), you constitute your acceptance of any changes or revisions to the Agreement. If you do not agree with the Terms and Conditions, please do not use this website.

DISCLAIMER, TERMS AND CONDITIONS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

All Ticket Holders acknowledge that by purchasing or by being provided tickets for Brewfest, they have fully read this agreement, executed this agreement voluntarily, and that this agreement is to be binding upon all Ticket Holders, all members of Ticket Holder's party attending Brewfest, and all Ticket Holder's heirs, executors, administrators and representatives.

Brewfest Ticket Holder expressly agrees to the following terms and conditions:

- Each Ticket Holder and attendee must be 21+ in age. NO ONE under the age of 21, including children in strollers or carriers accompanying their parents, will be admitted to Brewfest. No exceptions.
- There are NO refunds on tickets for any reason, including weather. This is a rain or shine event. All sales are final, but tickets can be transferred to another guest.
- It is understood that some beers will run out before the end of the event.
- Friends of Front Street Shelter and participating vendors/event hosts have no responsibility (financial or otherwise) for event cancellation, interruption or inconvenience due to inclement weather or other circumstances beyond their control. Ticket Holder is not eligible for any refund due to postponements or cancellation on account of such circumstances.
- Ticket Holder expressly grants Friends of Front Street Shelter the non-exclusive, irrevocable, transferable, perpetual right and license to publish, print, display, record and use (by photograph, film, video, audio or any other method or device) Ticket Holder's name, voice, image and likeness while at Brewfest, and to use such recordings for any purpose and in any medium now known or hereafter devised. Ticket Holder releases Friends of Front Street Shelter from liability for any such uses, including claims for infringement of any privacy, publicity or other rights and other claims of any kind.
- Friends of Front Street Shelter encourages responsible consumption of alcoholic beverages at Brewfest. If Ticket Holder has any reason to suspect that his/her driving ability may be impaired or will be unsafe, Ticket Holder agrees to arrange for alternate transportation back to Ticket Holder's destination point (at Ticket Holder's expense).
- Friends of Front Street Shelter, Brewfest, its organizers, associates, directors, officers, employees, volunteers, members, participating vendors, security personnel, and/or representatives reserve the right to refuse service to any individual who appears to be intoxicated or is behaving in a manner that poses a risk to themselves or others, or violates any of the these terms and conditions.

DISCLAIMER AND INDEMNIFICATION

In return for Friends of Front Street Shelter allowing Ticket Holder to voluntarily participate in Brewfest, each Ticket Holder agrees:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with, or related to Ticket Holder's participating in Brewfest, even though such risks may have been caused by the negligence of Brewfest organizers or volunteers;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which Ticket Holder might sustain participating in Brewfest, even though such injury, wrongful death, loss or damage may have been caused by the negligence of Friends of Front Street Shelter;
3. TO HOLD HARMLESS AND INDEMNIFY Friends of Front Street Shelter from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from Ticket Holder's participation in Brewfest; and
4. TO INDEMNIFY AND HOLD HARMLESS Friends of Front Street Shelter, Brewfest, its organizers, associates, directors, officers, employees, volunteers, members, charity and representatives from any and all claims, demands, actions and costs which might arise out of Ticket Holder's participating in Brewfest, even though such claims, demands, actions and costs may have been caused by the negligence of Friends of Front Street Shelter or Brewfest.

DESCRIPTION OF RISKS

In consideration of Ticket Holder's voluntary participation in Brewfest and all activities related to the event, Ticket Holder acknowledges awareness of the possible RISKS, DANGERS AND HAZARDS associated with Brewfest, including the possible risk of severe or fatal injury to Ticket Holder or others. These risks include but are not limited to the following:

- intoxication and/or alcohol poisoning from the alcohol that Ticket Holder consumes whether voluntarily or through coercion;
- the possibility of any type of bodily injury (broken bones, soft tissue damage, dental damages) from falling down, being knocked down or being involved in a physical confrontation whether caused by Ticket Holder or someone else;
- the risks associated with returning to Ticket Holder's residence or traveling to any destination after Brewfest, especially the risks of operating a motor vehicle after consuming alcohol.

In the event a court of competent jurisdiction shall hold any provision of this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement is the product of negotiations between Friends of Front Street Shelter and the voluntary participants (Ticket Holders). Ticket Holders hereto acknowledge that they have participated in the negotiation of this Agreement. Furthermore, this Agreement shall not be construed against either Party by reason of such Party having been or having been deemed to have structured, dictated, or drafted

this Agreement. The Parties to this Agreement acknowledge that each of the Parties have been given an opportunity to review this Agreement with counsel and that their purchase of Brewfest tickets represents their voluntary act and evidences their agreement to the terms described herein, each intending to be bound by the same.

DISCLAIMER OF RELIABILITY

By using the Friends of Front Street website or ticket site (Eventbrite), you assume all risks associated with the use of the sites, including any risk of your computer, software, or data being damaged by any virus, software, or any other file which might be transmitted or activated via our webpage or your access to it. Friends of Front Street Shelter and Brewfest shall not be liable for any special, incidental, or consequential damages, including, without limitation, lost revenues or lost profits, resulting from the use or misuse of the information contained in the Friends of Front Street Shelter's website.

DISCLAIMER ABOUT INFORMATION ACCURACY

Although every effort has been made to provide complete and accurate information, Friends of Front Street Shelter and Brewfest make no warranties, express or implied, or representations as to the accuracy of content on this website. Friends of Front Street Shelter assumes no liability or responsibility for any error or omissions in the information contained on the website or the operation of the website.