ATTENDEE TERMS AND CONDITIONS

READ CAREFULLY - THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

In consideration and acceptance of entrance into “Festival of Dreams” (the “Event”), you (or in the case of a minor under the age of eighteen (18), on behalf of such minor) (“You” or “Attendee”) accept, acknowledge, and irrevocably agree to, all of the following:

1. Your ticket is a revocable license that only grants You admission to At the Grounds, 800 All America City Blvd., Roseville, CA (the “Venue”) for the Event. Tickets are issued subject to, and at all times Attendee must abide by and comply with, these terms and conditions, all applicable Venue policies, and the instructions of any person acting on behalf of Entercom California, LLC d/b/a KIFM(AM), KKDO(FM), KRXQ(FM), KSEG(FM), KUDL-FM, and KSFM(FM) (collectively, the “Promoter”), and/or Venue. Lost, stolen, counterfeit tickets or tickets sold in violation of any applicable law may not be honored. Admission to the Event may be refused or withdrawn, or the Attendee may be ejected, in the sole and absolute discretion of Promoter and/or the Venue. Promoter and/or Venue 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 The sole and exclusive remedy for the Attendee if admission is refused or withdrawn, or if the event is cancelled and not rescheduled, is a refund of the face value of the ticket; provided, however, that no refund or other remedy will be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, the of the venue, and/or the instructions of any person acting on behalf of the Promoter and/or the Venue.

2. You and Your 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 the Promoter and/or the Venue. If Attendee elects not to consent to these searches, Attendee will be denied entry into the Venue and Event. The following items are prohibited in the Venue and Event and may be confiscated by the Promoter and/or Venue in their sole and absolute discretion: functional firearms (including airsoft guns, BB guns, cap guns, paintball guns and pellet guns); realistic replica firearms (including reproduction, fake or toy guns); functional projectile weapons (even toys); sharpened metal-bladed weapons (any type/size); explosives (including firecrackers and fireworks); chemical weapons (including mace and pepper spray); blunt weapons (including brass knuckles, clubs and nunchaku); hard prop weapons (including props made of metal, fiberglass and glass); instruments that cause excessive noise levels like vuvuzelas, grenade whistles and grenade horns; whips; aerosols of any kind; and/or any other items deemed by Producer to be dangerous if brought to or near the Venue and the Event.

3. 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 such as signings, panels, and other events, 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 and/or Venue staff 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 and/or Venue staff, security personnel, or any Event representative to report harassment to Attendee or anyone else. If necessary, Promoter and/or Venue staff 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.

4. 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 or any of its 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.

5. 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, PRODUCER, 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.

6. YOU UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH ATTENDING EVENT AND PARTICIPATING IN ANY OF THE EVENT-RELATED ATTRACTIONS AND/OR EVENT-RELATED ACTIVITIES. EVENT-RELATED ATTRACTIONS AND/OR EVENT-RELATED ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, OBSTACLE COURSE, INFLATABLES, ROCK CLIMBING WALL, TRAMPOLINE, LASER TAG, TEMPORARY TATTOOS, DANCING, A ZIP LINE AND INTERACTION WITH ANIMALS. RISKS INVOLVED WITH ATTENDING EVENT AND PARTICIPATING IN ANY OF THE EVENT-RELATED ATTRACTIONS AND/OR EVENT-RELATED MAY INCLUDE, BUT MAY NOT BE LIMITED TO: TOPICAL INJURIES SUCH AS CUTS AND BRUISES, SUNBURN, BURNS, RASHES AND PUNCTURE WOUNDS (INCLUDING ANIMAL BITES), INTERNAL INJURIES SUCH AS BLISTERS, SPRAINS, BROKEN BONES, OTHER MORE SERIOUS INJURIES, AND EVEN DEATH. INDIVIDUALS WHO ARE PREGNANT, ELDERY, AND/OR WHO SUFFER FROM DIABETES, A HEART CONDITION OR OTHER SERIOUS MEDICAL CONDITION SHOULD CONSULT A DOCTOR BEFORE ATTENDING THE EVENT AND/OR PARTICIPATING IN ANY EVENT-RELATED ACTIVITIES. ATTENDEE(S) REPRESENT AND WARRANT THAT ATTENDEE(S) ARE PHYSICALLY, PSYCHOLOGICALLY AND MEDICALLY ABLE TO ATTEND THE EVENT AND/OR PARTICIPATE IN EVENT-RELATED ACTIVITIES. ATTENDEE(S) FURTHER REPRESENT AND WARRANT THAT ATTENDEE(S) HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE THAT ATTENDEE MAY CAUSE OR SUFFER AT EVENT AND/OR WHILE PARTICIPATING IN ANY EVENT-RELATED ACTIVITY, OR ELSE ATTENDEE AGREES TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE, INCLUDING, WITHOUT LIMITATION, RESULTING FROM OR IN CONNECTION WITH ANY MEDICAL OR PHYSICAL CONDITION THAT ATTENDEE MAY HAVE.

7. ATTENDEE VOLUNTARILY ACCEPTS AND ASSUMES ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH AND/OR INCIDENTAL TO ATTENDING EVENT AND PARTICIPATING IN ANY OF THE EVENT-RELATED ATTRACTIONS AND/OR EVENT-RELATED ACTIVITIES, WHETHER AT THE VENUE AND/OR AT SURROUNDING PROPERTIES, WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, AND WHETHER THE ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF PROMOTER, VENUE, THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF PROMOTER AND/OR VENUE, AND/OR ANY THIRD PARTY. ATTENDEE, AND ATTENDEE ON BEHALF OF ATTENDEE’S SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE(S) AND ESTATE, FOREVER RELEASES, INDEMNIFIES AND DISCHARGES ENTERCOM CALIFORNIA, LLC, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE “RELEASED PARTIES”) FROM ANY AND ALL HARMs, CLAIMs, DEMANDS, DAMAGES, COSTS, EXPENSEs, AND/OR RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATED OR UNANTICIPATED, WHETHER THE ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF PROMOTER, VENUE, THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF PROMOTER AND/OR VENUE, AND/OR ANY THIRD PARTY, THAT MAY ARISE DIRECTLY OR INDIRECTLY, ARE INCIDENTAL TO, AND/OR RESULT FROM ATTENDING THE EVENT AND/OR PARTICIPATING IN ANY EVENT-RELATED ACTIVITIES, INCLUDING, WITHOUT LIMITATION, LOST, STOLEN OR DAMAGED PROPERTY, AND DEATH, PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR HARM TO ATTENDEE AND/OR TO ANY THIRD PARTIES.

8. ATTENDEE ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO ATTENDEE, TO ATTENDEE’S SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE(S) AND ESTATE, OR TO ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, 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 theReleased 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. You acknowledge and agree that You have read these terms and conditions, and understand the contents. You acknowledge and understand that by accepting these terms and conditions Attendee is waiving certain legal rights and voluntarily seeks to do so. You affirm, represent and warrant, that You 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), You affirm, represent and warrant that You (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 You and to all those on whose behalf You have the authority to represent. You 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. Your agreement to these terms and conditions is voluntary, and You intend for the Promoter and Venue to rely on your agreement.
Full Name (printed): __________________________________________
Address: __________________________ City: _______ State: _______ Zip: _______
Daytime Phone #:___________ Evening Phone #:_____________ Email address:_____________________

Signature: ________________________________ Date: ____________

For minor only:

Full Name (printed): ________________________________
Relationship of signatory to minor: ________________________________