



LONE STAR BLUES AND HERITAGE FESTIVAL

INFORMATION AND LEGAL DISCLAIMER

Nola Blue, Inc. (NBI), Lone Star Blues and Heritage Festival (LSBHF) organizer, and its authorized contractors may, from time to time, modify, add, remove, supplement, amend update or otherwise revise any or all of the terms and conditions contained herein, without advanced, direct or individual notification to ticket holders, and which revisions shall, at the sole and absolute option of NBI, relate back to the date of purchase. ***If you do not agree to be bound by these terms and conditions, do not purchase tickets.***

TICKETING

Tickets purchased are subject to all applicable policies of the Management of the Event. Tickets are a revocable license to enter the Event at the date and time listed, and therefore Management reserves the right, without paying a refund, to refuse entry or eject attendees who are noncompliant or suspected to have violated Management policies for the event. The Event date and time is subject to change. Performing artists and times are subject to change. All ticket sales are nonrefundable and final.

- **Agreement** – Any purchase or possession of tickets constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein.
- **Lost, Stolen or Destroyed Tickets** – Lone Star Blues and Heritage Festival, its processors and agents assume no legal, financial or other liability whatsoever for any lost, stolen or destroyed tickets. Upon delivery of tickets from online purchase and/or wristbands at check-in, attendees assume 100% risk of loss relating to tickets.
- **No Resale** – Tickets purchased are intended for personal use by original purchaser only. Resale and/or transfer of tickets is expressly prohibited and therefore will void and cause such tickets to be dishonored.
- **Not Redeemable for cash.**
- **No Refunds or Exchanges** – There shall be NO refunds or exchanges relative to ticket purchases.
- **Confirmations and Proof of Delivery** – Your ticket order confirmation shall serve as conclusive and indisputable proof of delivery of your ticket. You agree to notify Lone Star Blues & Heritage Festival prior to the start time of the festival if you have not received your ticket.
- **Foreign Currency Refunds** – NBI shall not be responsible for any exchange rate losses incurred during the order or refund process. NBI shall not be obligated to issue refunds to ticket purchasers who have mistakenly purchased tickets in a currency other than the currency intended.
- **Chargeback Disputes** – In light of this agreement declaring that all ticket sales are nonrefundable, in no event shall ticket holders commence a chargeback dispute with the credit or debit card company

relative to tickets or services purchased hereunder. It is further agreed that NBI shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

- **Miscellaneous** – Tickets shall not be used for advertising, promotion (including contests and sweepstakes) or other commercial purposes without the express written consent of NBI.

ASSUMPTION OF RISKS

Attendees assume all risks and danger, whether expressly set forth herein, as well as incidental or in any way relating to attendance during the Lone Star Blues and Heritage Festival (in any capacity) and release the owners of Nola Blue, Inc. from any and all liabilities or damages whatsoever. This includes risks arising from or related to the acts or omissions of others (including artists, attendees, park owners and staff, employees and agents; or Nola Blue, Inc, the festival producer, its affiliates, subsidiaries, officers, directors, employees, members, partners, volunteers, agents or designees) but is not limited to any damage, theft or loss of property or earnings, as well as any death or injury before, during or after the festival on Salmon Lake Park grounds.

- **Lost or Stolen Property** – Please safeguard all valuables. Festival producer and Park owner shall not be held responsible, financially or otherwise, for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the park or during the festival, regardless of fault. You assume all risks of loss associated with the loss or damage to your personal property.
- **Festival Hazards** – Attendees assume all risks of personal injuries related to attendance at the festival including, but not limited to, hearing loss arising from loud music and sounds
- **Weather** - The organizers also will not be held responsible for poor weather, water or power outages, or any other unforeseen circumstances that may occur. Right of admission is reserved.

RIGHT TO RECORD AND EXPLOIT YOUR IMAGE

By attending the Lone Star Blues and Heritage Festival, you consent to being filmed and/or photographed, whereas your image, voice and likeness may be used by the festival producers for promotional purposes. Any photography taken at the festival, whether in digital or analog format, is subject to mandatory, non-exclusive license to the festival producers for use in promotional purposes or for commercial merchandise. Any artwork or performances sponsored by the festival or taking place on festival grounds is also subject to a mandatory, non-exclusive license to festival producers for use in festival promotional purposes.

PROHIBITED ITEMS AND ACTIVITIES

The following items and activities are strictly prohibited at the Festival: use of professional camera, video or audio recording equipment (cellular phone photos and videos are allowed); outside food or beverages; unauthorized performers, vendors or press representatives; distribution of pamphlets or fliers; pets; skateboards, hoverboards, roller skates, bikes or the like; wagons; fireworks; radios or other music players; signs or placards; conduct that unreasonably interferes with the enjoyment of the festival by others or poses a threat to public safety as determined at the sole discretion of NBI and Salmon Lake Park ownership; illegal conduct of any kind. NBI reserves the right to terminate your license to the venue at any time for participation in any of the above activities.

- **No Illicit Drugs** – NBI and Salmon Lake Park maintain a zero-tolerance policy regarding illegal or illicit drug use at the park or otherwise during the festival.
- **No Weapons** – NBI and Salmon Lake park expressly prohibit the possession of weapons on park property at any time.
- **Search and Discovery** – By attending the festival, you knowingly and voluntarily consent to be searched for the presence of drugs, weapons or other prohibited items prior to or during your presence at the festival, and agree that any discovery shall constitute a violation of policies and give NBI the right to immediately revoke your license to access the park, attend the festival and deny admission to future events. You correspondingly agree to defend, covenant not to sue, indemnify,

save and hold harmless and forever release indemnitees for any losses, whether personal injury or property damage, resulting from or relating to your illicit drug use, use of weapons or anything in violation of these terms and conditions.

FESTIVAL CANCELLATION

Upon the occurrence of a festival cancellation by NBI, NBI shall have the option to either a) elect to issue a refund to the ticket purchaser of record in an amount equivalent to the face value of tickets only (or a pro-rata portion thereof, in the event of a partial cancellation) or b) reschedule the festival for a future date within the 12 month period immediately following the festival cancellation. In cases of rescheduling the cancelled festival for a future date, ticket holders shall not be entitled to a refund.

- **Pro-Rata:** If the festival elects to issue pro-rata refunds, they will be determined in “whole day” increments only. Once festival gates open, the festival shall be deemed to have been delivered in its entirety and not subject to refund. Delayed gate openings shall not be subject to refunds. Under no circumstances shall there be refunds of shipping, handling or other processing fees.
- **Force Majeure:** If the festival is cancelled due to reasons including, but not limited to, events outside NBI’s control, acts of God, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), NBI shall, at its sole and absolute option a) have the right, but not the obligation, to issue a refund to ticketholders (including pro-rata refunds as defined above) or shall at its option, 2) elect to postpone the festival or c) cancel the festival without further legal or financial obligation or liability to ticketholders.