

Bousquet Mountain Summer Concert Series
A Production of Mill Town Foundation, Inc.
Ticketing Terms & Conditions

**IMPORTANT: YOUR EVENT TICKET IS A REVOCABLE LICENSE;
USER ACCEPTS RISK OF ILLNESS AND/OR INJURY;
NO RE-ENTRY**

This ticket is a revocable license to attend a specific event. Holder, on behalf of Holder and any minor accompanying Holder (individually and collectively, the "Holder"), agrees to all of the terms hereof.

Entry into the Venue with weapons or illegal drugs is prohibited. Entry to the Bousquet Mountain grounds and buildings with food, alcoholic or non-alcoholic beverages is prohibited. Water in a sealed plastic or empty personal bottle is allowed.

Blue Chair Properties LLC, Fresh Powder LLC d/b/a Bousquet Mountain, Mill Town Foundation Inc. and each such party's members, managers, employees, agents, vendors, and affiliates. (collectively the "Venue") facilities and Event seating areas are smoke-free. This includes all tobacco products, electronic smoking devices (such as electronic cigarettes), and handheld vaporizers. Items covered by the Controlled Substances Act, Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (to include for medical use), are not permitted at any time. Thank you for your cooperation.

Audio, video recording, flash photography and photography with interchangeable lens cameras are not permitted. Holder agrees not to transmit, distribute, or sell (or aid in transmitting, distributing, or selling), in any media now or hereafter existing, any description, account, picture, video, audio or other form of reproduction of the event or any surrounding activities (in whole or in part) for which this ticket is issued (the "Event").

Breach of any of the terms of this license, failure to comply with Venue rules, or the refunding to Holder of the printed purchase price of this ticket, shall automatically terminate any rights that Holder may have hereunder; shall render illegal and unauthorized Holder's use of the ticket for any purpose; and shall authorize the Venue to withdraw the ticket, refuse admission to the Venue or eject Holder from the Venue. Venue may refuse admission to, or eject, any Holder, without refund, who is deemed to be disorderly, intoxicated, and/or who fails to comply with the terms of this license, any and all security measures, or any and all health and safety policies of Venue, including but not limited to those related to COVID-19. Breach of any of the terms of this license shall also subject Holder to all legal remedies available to Venue and its affiliates.

This ticket may not be transferred or resold for any price above the purchase price printed on the front of the ticket. Resale or attempted resale of this ticket in violation of applicable law is grounds for seizure or cancellation without refund or other

compensation. Except as otherwise specifically provided by Venue, it is unlawful to copy or otherwise reproduce this ticket.

Holder grants permission to Venue (and its designees, licensees and agents) to utilize, use, reproduce, modify, display, and publish Holder's image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any context or media now or hereafter existing for any purpose, including commercial or promotional purposes, without further authorization or compensation.

COVID-19 is an extremely contagious disease that can lead to severe illness and death. An inherent risk of exposure to COVID-19 exists in any public place regardless of precautions that may be taken. Holder agrees to (1) assume all risks associated with COVID-19 and other communicable diseases; and (2) comply with all related health and safety policies of Venue.

HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH) AND ALL HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT HOWSOEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES. HOLDER AGREES THAT THE VENUE (AND ITS AGENTS, OFFICERS, DIRECTORS, OWNERS AND EMPLOYEES) IS NOT LIABLE FOR ANY INJURIES RESULTING FROM SUCH CAUSES.

Holder bears all risks of inclement weather or Force Majeure events. Force Majeure events include, without limitation, fire, accident, acts of God, severe weather conditions, global pandemic, power outages, telecommunication interruption, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency). Event date and time are subject to change.

Holder and Holder's belongings may be searched upon entry into the Venue, and Holder consents to such searches and waives any related claims that might arise against Venue. If Holder elects not to consent to these searches, Holder will be denied entry into the Venue.

ALL SALES ARE FINAL. Holder should treat this ticket as a regular ticket and keep it in a safe place at all times. Venue is not responsible for any loss or inconvenience caused by any unauthorized duplication of this ticket. In the event duplicate copies of this ticket are presented, Venue reserves the right to refuse entry to the Event for all ticket holders.

Tickets that are lost, stolen, or destroyed may only be reprinted by the Venue and picked up at the Box Office on the day of the performance by showing the credit card used for the purchase and a picture ID, which matches the name on the credit card.

Lost, stolen, counterfeit or otherwise unlawfully duplicated tickets, or those offered for resale at an unlawful premium, or on an unauthorized electronic secondary marketplace, may not be honored.

Mobile Services. Use of the Mobile Service via your mobile device requires usage of data services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the Mobile Service.

THE EVENT MAY BE SUBJECT TO CANCELLATION AND THE DATE, TIME, TICKET PRICES, TICKET AVAILABILITY, TICKETING AMENITIES, LOCATION, AND FEATURED PERFORMERS OF THE EVENT ARE SUBJECT TO CHANGE. If the Event is rescheduled, this ticket may only be exchanged pursuant to procedures established by Venue. If the Event is cancelled (and not rescheduled), Venue shall offer the Holder a credit on account, an opportunity to donate the ticket, or a refund of the face value of the ticket, associated taxes, and facility fees. Some ticketing fees may not be refundable. The time of remittance for any refunds will depend on a number of factors but Venue will use commercially reasonable efforts to remit payment as soon as is practicable. Venue cannot issue refunds to Holder if Holder obtained his/her ticket from an unauthorized third-party reseller; in those cases, refunds must be obtained from the party from whom Holder purchased the ticket. When Holder has purchased his/her ticket from a third-party ticketing company authorized to sell tickets on behalf of Venue, Holder shall receive a refund from said ticketing company.

ALL EVENTS AT BOUSQUET ARE RAIN OR SHINE and refunds shall not be issued in case of inclement weather with the exception of complete cancellation of an event. In the event of inclement weather, Venue may elect to cancel the event or delay/postpone the event.

IN NO EVENT WILL VENUE OR ITS EVENT PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR : (a) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (b) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, (c) ANY LOST, STOLEN OR DAMAGED TICKETS, OR (d) ANY EXPENSES OR LOSSES

INCURRED BY HOLDER DUE TO A CHANGE IN THE DATE, TIME, TICKET PRICE, TICKET AVAILABILITY, TICKETING AMENITIES, LOCATION, OR FEATURED PERFORMERS OF AN EVENT. HOLDER'S SOLE AND EXCLUSIVE REMEDY IN SUCH INSTANCES IS A REFUND OF THE FACE VALUE OF THE TICKETS, ASSOCIATED TAXES, AND FACILITY FEES PAID TO VENUE FOR THE APPLICABLE EVENT, IF SUCH REFUND IS AUTHORIZED IN THESE TERMS AND CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN VENUE AND HOLDER IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN. VENUE'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SITE WILL NOT EXCEED THE FACE VALUE OF THE TICKETS, ASSOCIATED TAXES, AND FACILITY FEES HOLDER HAS PAID TO VENUE FOR THE APPLICABLE EVENT. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. THE VENUE'S LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

We may add to, change or remove any part of these Terms at any time, without notice. Any changes to these Terms apply as soon as they are shown.

Any waiver of any provision of these Terms by the Venue must be in writing and must be signed b in order to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. These terms represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by Holder and Venue.

If you have any questions regarding these Terms, please contact us at music@milltowncapital.com or by mail at:

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