

# **TERMS & CONDITIONS, WAIVER & RELEASE ("TERMS & CONDITIONS")**

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN AND ATTEND THE ANY SUM OF US FESTIVAL (THE "**FESTIVAL**") AND IS ORGANIZED BY REVOLUTIONARY PRODUCTIONS, INC. ("**SUM OF US**"), I AGREE TO COMPLY WITH ANY AND ALL RULES, REGULATIONS, TERMS AND CONDITIONS OF THE FESTIVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

## **ACKNOWLEDGMENT OF RISKS & DANGERS**

I understand and acknowledge that (a) activities at the Festival have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, and pose substantial risks of physical injury and/or death, disease or illness and/or damage to or loss of personal property; (b) the Property is located in a somewhat remote area and speedy medical attention may not be available, if at all; (c) due to the natural setting of the Property, there may be several areas with no nighttime lighting at all, and there are inherent risks of slips, falls, hazards, wildlife, careless behavior by me or other participants. I expressly and voluntarily assume all risk while participating in the Festival and in any Activities, whether or not caused by the negligence of Sum of Us and any of its owners, directors, employees, representatives, agents, contractors or volunteers (collectively, the "**Released Parties**"), and agree and acknowledge that my participation in the Festival and any of the associated events or programs is of my own free will and completely voluntary. In consideration of the granting of permission by the County of Stanislaus to use the County facilities and to participate in the activities, I hereby assume all risk of personal injury to person or property received by me or arising out of the use of the County facilities and adjacent area. I acknowledge and accept any and all risks and dangers can occur and signing this waiver means that I accept the risk. I acknowledge that the activity is hazardous and involves a great risk of physical injury or death.

## **THE FESTIVAL**

Sum of Us essentially provides a gathering space, where participants can share ideas, information and skills with others and learn and grow together, and that many such activities are not provided by Sum of Us, but instead are being provided by individual attendees and instructors at the Festival (the "**Activities**").

## **RELEASE & WAIVER OF LIABILITY**

I RELEASE AND DISCHARGE AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR ANY INJURIES, DAMAGES OR DEATH ARISING OUT OF MY PARTICIPATION IN THE FESTIVAL AND THE ACTIVITIES AND USE OF THE PROPERTY, INCLUDING ANY INJURY RESULTING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. I UNDERSTAND THAT, SINCE THE ACTIVITIES ARE NOT PROVIDED BY SUM OF US, SUM OF US HAS NO RESPONSIBILITY OR LIABILITY FOR ANY OF THE ACTIVITIES, AND I HEREBY

RELEASE SUM OF US AND THE RELEASED PARTIES FOR ANY INJURIES THAT I MAY SUSTAIN RELATING TO ANY OF THE ACTIVITIES.

### **INDEMNIFICATION**

I FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM ANY JUDGMENT, COSTS, DAMAGES, INCLUDING INVESTIGATION COSTS, ATTORNEYS' FEES, EXPERT FEES, AND RELATED TRIAL, LITIGATION, ARBITRATION, AND/ OR MEDIATION COSTS AND EXPENSES, RELATING TO ANY AND ALL CLAIMS MADE AGAINST SUM OF US OR ANY OF THE RELEASED PARTIES RELATING TO ANY CONDUCT BY ME AT THE FESTIVAL AND ON THE PROPERTY, INCLUDING ANY INJURY OR LOSS DUE TO THE ORDINARY NEGLIGENCE OF RELEASED PARTIES.

### **DIGITAL DETOXIFICATION**

I understand that one purpose of the Festival is for it to take place in an atmosphere of digital detoxification. I understand there will be limited access to cell service/internet connections and any "posting" to social media while at the Festival. I also agree that I will limit my use of both digital media and social media while at the Festival. Sum of Us Festival does not guarantee nor is it providing internet access as part of the event.

### **PHOTOGRAPHY**

By entering the Festival, I, and all participants, agree to the following terms, conditions, and guidelines for the use of any imagery obtained at the Festival, including still photographs and videos (hereinafter "**Festival Imagery**"). Cameras are welcome at the Festival, but only for limited, personal use. Sum of Us monitors the dissemination of Festival Imagery to protect participants' rights to privacy and freedom of expression to ensure that Festival Imagery are used only for "Personal Use." This means that Festival Imagery cannot be used for non-personal purposes, such as advertising or commercial purposes, magazine articles, or news articles. "**Personal Use**," is defined to include: (1) sharing with friends and family; (2) displaying on personal websites (as long as the website does not sell any product or service, and does not purport or appear to be an official website of the Festival or Sum of Us); and (3) displaying on personal accounts on photo sharing and social networking websites, such as Instagram and Facebook (as long as the display of the Festival Imagery on these sites is not commercial or promotional in any manner and the account is not affiliated with any commercial enterprise); provided however that in any such display of images, the use will be considered "Personal Use"

only if the group of followers or website visitors is not inordinately large, which shall be determined by Sum of Us in its sole discretion. In any dispute between us, I agree that Sum of Us may determine, in its sole discretion, whether any use of Festival Imagery is for Personal Use or not. I UNDERSTAND AND ACCEPT THAT I MAY NOT MAKE ANY USE OF FESTIVAL IMAGERY WITHOUT PRIOR WRITTEN PERMISSION FROM SUM OF US, OTHER THAN PERSONAL USE (as defined above). I understand that I have no right to sell, transfer, license, sublicense, or give my Festival Imagery to any other party, except for Personal Use, and

I agree to inform anyone to whom I give any Festival Imagery that it can only be used for Personal Use. I understand that I may not use or allow to be used any Festival Imagery in any media article, newspaper article, video, blog, advertisement or promotional materials, except with the prior written consent of Sum of Us. I understand that if I record Festival Imagery with

the intention to utilize it for non-personal use, I will be trespassing, and that trespassers have no rights to any use of Festival Imagery, and Sum of Us reserves the right to take any necessary action against trespassers. I understand that Sum of Us has no obligation to grant written permission to any person under this Paragraph, and that Sum of Us may deny any request for use of Festival Imagery in its sole discretion.

◆ (a) As a general rule, no photography or video is permitted of workshops, ceremonies, special events, panels, discussions, celebrations and parties (except by official Sum of Us' documentarians, as described below). An instructor or service provider may grant an exception to this policy for limited photographs, but the photographer is required to ask for and obtain consent of any person who may be included in the photographs.

◆ (b) In any situation where photographs or videos are permitted to be taken, the photographer or videographer (other than an authorized documentarian with a yellow media tag, see Section 9) is required to ask for and obtain consent of any person who may be included in the photographs. Since a participant who has granted consent in a specific situation is entitled to change her mind in a different situation, a photographer should request consent in each situation of every participant involved, even if that participant had previously granted consent in a different context. I understand that (i) I will seek and obtain clear and informed consent of any participants before photographing or filming them; (ii) if I am asked to stop filming, I will do so immediately; (iii) I have the responsibility not to interfere with the immediate experience of other participants; and (iv) if any of my images violates the privacy or other rights of another participant I will not display that image in any public manner.

◆ (c) I understand that, as a guideline, glow in the dark blue wristbands will be distributed to participants, and that individuals, at any time when they are wearing this wristband, are communicating that they do not want to be photographed or filmed. I agree that I will not photograph or film anyone while they are wearing one of these wristbands.

◆ (d) If I post, or allow to be posted, any Festival Imagery on a personal website or a website controlled by a third party, even if permissible as Personal Use, I agree that: (1) I will place, or cause to be placed, on any webpage on which such Festival Imagery is displayed a notice that (a) the Festival Imagery can be used only for the poster's Personal Use (as defined above) and not for any other purpose, and (b) the Festival Imagery may not be downloaded or copied; (2) I will not post or license any Festival Imagery that contains any nudity or partial nudity (including any imagery in which bare breasts, bare buttocks, genitals, or genital areas are visible); and (3) if Sum of Us notifies me that any images must be removed, for any reason whatsoever in Sum of Us' sole discretion, I will promptly remove or cause to be removed those images. I grant to Sum of Us the right, as my agent-in-fact, and under my authority: (1) to revoke any Creative Commons or other license that was erroneously placed on Festival Imagery in violation of these Terms and Conditions and (2) to cause the removal of such Festival Imagery on any webpage on which it is displayed. I understand that use of the Creative Commons licenses does not supersede these Terms and Conditions, nor my responsibility as the photographer or videographer to obtain all necessary permissions from subjects and artists as appropriate.

◆ (e) Sum of Us forbids any use (other than Personal Use) of Festival Imagery that contains nudity or partial nudity with or without the express written permission of the subjects. Violations or suspected problems of this nature should be reported to Sum of Us.

### **PERMISSIBLE PHOTOGRAPHY**

While general photography is prohibited, except for personal use, Sum of Us does record certain events or programs, using authorized documentarians to take official photographs and videos; these individuals can be identified by the green crew tags they are required to display. When I enter the Festival, and participate in any Activity at the Festival, including participating in a Sum of Us event or program, I acknowledge that I enter an area where photography, audio, and video recording by Sum of Us may occur. By entering the Property and attending the Festival, I consent to Sum of Us being able to engage in photography, audio recording and video recording that may include my likeness or voice, and consent to Sum of Us' ability to release, publish, exhibit or reproduce the images or recordings in order to promote Sum of Us and its Festival and similar events. I recognize that, even if I am wearing a blue wristband, Sum of Us' authorized documentarians may inadvertently capture my image. I release Sum of Us, its officers, agents, representatives and employees, and each and all persons involved, from any liability connected with Sum of Us' taking, recording, digitizing, publication and use of interviews, photographs, computer images, video and/ or sound recordings at the Festival, including inadvertent situations when I may be wearing a blue wristband.

### **MEDICAL WAIVER & RELEASE**

Participants at the Festival may seek first aid services. I understand that at the Sum of Us Festival, first aid services may be provided by personnel who may not be medical doctors, and will make suggestions only. I assume all responsibility for the decisions I make concerning my health care or in response to suggestions for first aid by personnel at the Festival. I consent to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Festival, and I authorize Sum of Us and its designated agents and any first aid personnel at the Festival to administer emergency first aid, CPR, use any necessary medical devices, and secure emergency medical care or transportation, if deemed necessary by Sum of Us or its designated agent and I agree to be responsible for the payment for all costs of emergency medical care and transportation. I HEREBY RELEASE SUM OF US, THE RELEASED PARTIES, AND ANY AND ALL PERSONS PARTICIPATING IN THE PROVISION OF WELLNESS, FIRST AID, OR ANY MEDICAL TREATMENT TO ME AT THE FESTIVAL, FROM ANY RESPONSIBILITY OR LIABILITY RELATING TO PROVIDING SUGGESTIONS TO ME CONCERNING FIRST AID, FOR MY DECISIONS ABOUT WHAT TYPE OF WELLNESS, FIRST AID OR MEDICAL AID TO UTILIZE, AND FOR ANY EMERGENCY FIRST AID THAT IS PROVIDED TO ME. In addition, I acknowledge it is my sole responsibility to provide any medical information regarding any pre-existing conditions I may have, medications I may be taking, or other key treatment-related information to Sum of Us and any medical staff at the Festival. If my condition could result in my losing consciousness at any time, I must also at all times wear a medical alert bracelet or other condition identifying marker commonly known to medical professionals in order to aid in their treatment of my condition. Failure to do so will be determined to be negligence on my part in connection with any medical event.

## **REVOCABLE LICENSE**

I understand that any ticket or wristband credential, and my entry upon the Property and to the Festival, grants only a revocable license, which is permissive in nature, and that my permissive use of the Property and participation in the Festival may be revoked at any time for any reason, and upon notice of such revocation, I will immediately become a mere trespasser upon the Property, at which time I understand Sum of Us may use all lawful means to remove me from the Property, including with the assistance of local law enforcement agencies. I understand that failure to comply with any of the regulations set forth in these terms and conditions subjects the holder of a ticket or wristband credential to eviction from the Property and the Festival, without any refund of any purchase price, and that Sum of Us may bar the holder from entry in future years.

## **MINORS**

I understand that the Festival is an event only for individuals 21 and older, that alcohol may be served and consumed at the Festival, and recognize and agree that minors are not allowed, and I shall not bring anyone to the event that is younger than 21.

## **TICKETS FOR OTHERS**

If I am obtaining tickets and/or entry credentials for, or providing any tickets and/or entry credentials to, any other person(s), I recognize that I am acting as that person's agent in obtaining the tickets and/or entry credentials, and due to this agency relationship, I agree to these Terms and Conditions on behalf of any person to whom I deliver any of the tickets and/or entry credentials I obtain, and I shall notify any such person of these Terms and Conditions when I deliver a ticket and/or entry credentials to them. If I have obtained a ticket and/or entry credentials from another person, I also agree to these Terms and Conditions when the ticket and/or entry credentials are delivered to me from my participation in the Activities, including any claims for personal injury and/or death will be governed by the laws of the State of California, and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged claim occurred or federal court of the State of California. I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

## **REFUND POLICY**

All sales are final. I understand that my ticket or entry credential is not subject to any refund, bears no cash value, and is not redeemable for cash, except that early access ticket purchasers in special circumstances may request a refund up to 90 days prior to the Festival; the decision whether to grant a refund is in the sole discretion of Sum of Us. I understand that my ticket or entry credential is not subject to exchange, except as described in the paragraph above. I understand that tickets and/or entry credentials are non-refundable even if I am requested to leave by Sum of Us for a possible violation of these terms and conditions or of the regulations in force at the Festival, and if the Festival is terminated early or canceled or entry conditions are modified, due to *force majeure*, as described below. Tickets are identity-based, and individuals will be permitted to enter the Festival grounds only if the name on their identification matches the name on record for the ticket they are holding. Tickets may not be resold. Tickets and entry credentials are revocable licenses that may be revoked by Sum of Us for any reason, including without limitation resale for above their face value, plus applicable taxes and Sum of

Us-approved fees (“**Face Value**”), purchasing more than stated limits, or assisting people with unauthorized or un-ticketed entry to the Festival. Wristbands must be worn at all times throughout the Festival. I understand that wristbands are void if tampered with or removed. No exceptions. I will contact staff immediately if I break my wristband.

### **SMALL CLAIMS COURT OR ARBITRATION& DISPUTE RESOLUTION**

In the interest of resolving disputes between you and Sum of Us in the most expedient and cost effective manner, you and Sum of Us agree to resolve disputes arising out of or related to your use of the Site, your breach of these Terms of Services or otherwise only first through small claims court, if it has jurisdiction, and if not, then only through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, before one arbitrator, in San Francisco, California. or small claims court instead of in courts of general jurisdiction, except as to any court action needed for a preliminary or injunctive remedy not available in small claims court or to interpret or enforce this arbitration provision or any arbitration aware (“**Agreement to Arbitrate**”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The prevailing party in any arbitration or court proceeding shall be entitled to recover his/her/its/their reasonable attorney fees and costs. Any arbitration or litigation as permitted under these Terms will take place on an individual basis only; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

### **CURRENT VERSION OF TERMS & CONDITIONS APPLY**

I understand that these Terms and Conditions may be changed by Sum of Us prior to the Festival, and if so, the revised Terms and Conditions posted online will apply to me. The most current version can be found at <https://sumofusfest.com/terms-and-conditions/>. My use of a ticket or other entry credential for entry to the Festival signifies my binding agreement to the Terms and Conditions in effect at the time of my entry to the Festival.

### **GENERAL**

I acknowledge the lineup and performance times and talent are subject to change. I hereby agree to the following Festival rules: “no ins and outs” during the event; no weapons; no glass; no illegal drugs; no charcoal stoves; no fires; no animals or pets; no fireworks; no alcohol; no smoking; no disrespectful or harmful behavior. I acknowledge that if I violate any aspect of these Terms & Conditions or any other Festival rules, I can be removed from the event with no re-entry or refund. I confirm that these Terms & Conditions supersede any and all previous, oral, or written promises, or agreements regarding the subject matter hereof (including any statements made on the Sum of Us website) and understand that this is the entire agreement between me and the Released Parties as to the subject matter hereof and cannot be modified or changed in any way except in a writing signed by an authorized representative of Sum of Us. I expressly agree that these Terms & Conditions are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if a portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. I agree that by participating in any Activities, my act of accepting these Terms & Conditions shall confirm that I have read and understood

these Terms and Conditions and that I agree to all of its terms, to the same extent as if I read a paper copy of these Terms and Conditions and placed my signature on such paper copy with my own hand.

### **COVID-19 WARNING AND FORCE MAJEURE**

According to the Center for Disease Control and Prevention, an inherent risk of exposure to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof (“**COVID-19**”)) exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death.

Senior citizens and guests with underlying medical conditions are especially vulnerable. I understand and agree that there are certain risks of personal or property injury, illness and/or death associated with attending the Event due to risks related to COVID-19. I understand and agree (a) that the risk of exposure to COVID-19 cannot be fully eliminated and is increased by proximity to other people, (b) that an inherent and elevated risk of exposure to COVID-19 exists in any public place or place where people are gathered, (c) that attending the Event may involve coming into close contact with other people, (d) that there is no guarantee, express or implied, that I will not be exposed to COVID-19, and (e) that exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death. Despite these risks, I voluntarily assume all known and potential risk and danger of injury and/or death from any cause, resulting from, in connection with, or incidental to the Event, including exposure to COVID-19, and I AGREE TO FULLY RELEASE THE SUM OF US AND THE RELEASED PARTIES AND UNDERSTAND AND AGREE THEY ARE NOT RESPONSIBLE FOR ANY SUCH RISKS AND DANGERS. I agree that, if while at the Event I display any symptoms associated with Covid-19, I will voluntarily leave the Event, and that Sum of Us has the right, in its sole discretion, to require that I leave the Event; and in the situation where I am required to leave the Event due to exhibiting COVID-19 symptoms, I understand that no refund of any ticket price shall be provided; and that Sum of Us has no obligation to permit me to re-enter the Event even after the passage of time suggested by the CDC for quarantining or isolating relating to Covid-19 exposure or infection. All attendees should evaluate their risk in determining whether to attend the festival. By entering the festival, attendees voluntarily assume all risks related to exposure to COVID-19 and confirm that they will adhere to local quarantine mandates and the CDC quarantine requirements, available at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>.

*If the development and or hosting of the Festival is prevented, delayed or impaired by an event of force majeure, including, without limitation, labor controversy, strike or lockout, any acts of God, war, terrorism, civil disturbance, governmental action, supply chain disruption, epidemic or pandemic, accidents, illness or injury of personnel, or any other event beyond Sum of Us' control, or for any other reason in Sum of Us' sole discretion, Sum of Us may, at its election: (1) present you with a partial refund based on the stage of development and or Festival proceedings that have occurred to that point; or (2) suspend the Festival without refund to you during any such suspension. In the case of a suspension, Sum of Us may postpone all dates in connection with this Festival for a period equal to all or part of the suspension period by notice to you on or before the last to occur of: (1) termination of the suspension; or (2) five business days after the end of the force majeure event.*

Last updated: **12/19/2023**