

# TICKET PURCHASE AGREEMENT, WAIVER AND RELEASE

## TICKET PURCHASE AGREEMENT, WAIVER AND RELEASE

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL TICKET PURCHASES MADE FOR TWINKLE AFTER DARK (the "EVENT/Event"). ANYONE PURCHASING A TICKET IS CONSIDERED TO HAVE AGREED TO THIS AGREEMENT IN ORDER TO ENTER THE EVENT. ENTRY INTO THE BOUNDARIES OF THE EVENT SHALL BE CONSIDERED ACCEPTANCE.

### 1. Tickets

**ALL SALES ARE FINAL. NO REFUNDS.**

**In the case of event postponement due to extreme weather which poses safety concerns, tickets for that event date will be honored for the next available event day.**

I agree that a Ticket issued by the Company is for the sole purpose of accessing the venue which the Event is scheduled to occur (the 'Venue'). The Company may, at its sole and absolute option, revoke a Ticket at any time, which includes denying me access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by the Company or its contractors.

Any purchase or possession of tickets for the Event constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein. If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

### 2. Risks

**I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE.**

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

### 3. Publicity

I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors and assigns, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, otherwise use, and permit others to use, my first name, image, likeness/appearance, voice, and all materials created by or on behalf of Company that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic

and optical media, motion pictures, television broadcast, cablecast and satellite, radio broadcasts, display, point-of-sale, and other

advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement. In the event that COVID-19 restrictions are lifted or reinstated, we reserve the right to move from a drive through event to a walk-through event (or vice versa). Drive through tickets will be honoured in accordance with the number of people per vehicle.

Company shall be the exclusive owner of all right, title, and interest in and to the Materials, including all copyrights. I hereby irrevocably transfer, assign and otherwise convey to Company my entire right, title and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company.

#### 4. Force Majeure, Changes, Cancellation

Upon the occurrence of an Event Cancellation, including but not limited to events outside the Company'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), I agree the Company shall, at its sole and absolute option: a) have the right, but not the obligation, to issue a refund or b) elect to postpone the Festival or c) cancel the Festival without further legal or financial obligation or liability, including any obligation to issue a refund or to reschedule the Festival.

#### 5. Representations and Warranties of the Ticket-Holder

I represent and warrant to Company that I am at least eighteen (18) years of age and I have full right, power and authority to enter into this Agreement for myself and/or on behalf of my child who is a minor ticket-holder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with this Agreement.

#### 6. Acknowledgement

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Alberta, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

ALL ATTENDEES OF TWINKLE AFTER DARK (PUMPKINS AFTER DARK LIMITED), HELD FROM November 24 to December 31, 2022 (the "EVENT/Event"), MUST AGREE TO THIS AGREEMENT IN ORDER TO ENTER THE EVENT. ENTRY INTO THE BOUNDARIES OF THE EVENT SHALL BE CONSIDERED ACCEPTANCE.

### 1. Tickets

**All sales final. No refunds or exchanges. Rain or shine.**

I agree that a Ticket issued by the Company is for the sole purpose of accessing the venue which the Event is scheduled to occur (the 'Venue'). The Company may, at its sole and absolute option, revoke a Ticket at any time, which includes denying me access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by the Company or its contractors.

Any purchase or possession of tickets for the Event constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein. If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

### 2. Risks

**I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE.**

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

### 3. Publicity

I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors and assigns, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, otherwise use, and permit others to use, my first name, image, likeness/appearance, voice, and all materials created by or on behalf of Company that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, motion pictures, television broadcast, cablecast and satellite, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Company and its affiliates

and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

Company shall be the exclusive owner of all right, title, and interest in and to the Materials, including all copyrights. I hereby irrevocably transfer, assign and otherwise convey to Company my entire right, title and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company.

#### 4. Force Majeure, Changes, Cancellation

Upon the occurrence of an Event Cancellation, including but not limited to events outside the Company'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), I agree the Company shall, at its sole and absolute option: a) have the right, but not the obligation, to issue a refund or b) elect to postpone the Festival or c) cancel the Festival without further legal or financial obligation or liability, including any obligation to issue a refund or to reschedule the Festival.

#### 5. Representations and Warranties of the Ticket-Holder

I represent and warrant to Company that I am at least eighteen (18) years of age and I have full right, power and authority to enter into this Agreement for myself and/or on behalf of my child who is a minor ticket-holder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with this Agreement.

#### 6. Acknowledgement

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.