

The following are the terms and conditions of admission to the Hult Center for the Performing Arts. In consideration for the opportunity to attend an event, and by entering the premises, each entrant agrees to such terms and conditions, which apply regardless of the form of any ticket or other invitation to an event, or where or by whom such ticket or invitation is held, stored or displayed. Hult Center for the Performing Arts reserves the right to update, amend or change policies at any time.

**RULES, INSTRUCTIONS AND DIRECTIONS:** The individual (“Attendee”) admitted to the Hult Center for the Performing Arts (“HCPA”), and any minor(s) accompanying Attendee, agrees to follow all rules of the Hult Center for the Performing Arts and/or Event Organizer, and all posted and/or verbal directions and instructions of HCPA staff, while present on the premises. The HCPA and/or Event Organizer reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language, or who fails to comply with the HCPA and/or Event Organizer rules and/or directions. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused. A ticket is not redeemable for cash.

**MASKS POLICY:** Masks are required at all times while inside the Hult Center regardless of vaccination status. Masks will be available to those who do not bring their own and anyone arriving or leaving their seats without one will be addressed by a staff member.

**VACCINE/NEGATIVE COVID TEST POLICY:** All patrons attending an event at the Hult Center will need to provide proof of being fully vaccinated or a negative COVID test taken within 48 hours prior to the show date. This policy shall be in effect starting September 1 and until further notice.

**COVID-19:** An inherent risk of exposure to COVID exists in any place where people gather. COVID is an extremely contagious disease that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, while attending the event or otherwise utilizing Hult Center for the Performing Arts services and/or entering onto its premises, whether occurring before, during, or after the event. You further voluntarily release and waive all claims and potential claims against the City of Eugene, Hult Center for the Performing Arts, Event Organizers, the Venue, the Presenter, the Event, the Event Producers, and their respective affiliates, subsidiaries, sponsors, successors and assigns and their respective officers, employees, contractors, consultants and agents, in connection with exposure, infection, and/or spread of COVID or another communicable disease or illness, bacteria, virus, or pathogen related to your attendance at the event and/or utilization of the Hult Center for the Performing Arts services and premises. We reserve the right to unilaterally make changes to health protocols according to updated public health guidance and law. By continuing, you agree to these terms.

**WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION:** In exchange for admission to the HCPA premises, Attendee hereby releases, discharges, and agrees to hold harmless Hult Center for the Performing Arts, the City of Eugene, the Event Organizer, the Presenter, the Event, the Event Producer, and their respective affiliates, directors, officers, volunteers, employees, agents, contractors and representatives; other HCPA attendees; HCPA and event performers/performer; HCPA and event staff, sponsors, advertisers and vendors; and the successor and assigns of each of them (each considered one of the “Releasees” herein), to the fullest extent permitted by law, from any and all liability, claims, demands, losses, and damages, which Attendee and/or any minor accompanying Attendee has or may

have for any claims or causes of action arising out of or relating in any manner to attendance at the HCPA premises; attendance at, observation of and/or participation in any event at the HCPA premises; or any related activities. In further exchange for admission to the HCPA premises, Attendee agrees to indemnify, defend and hold harmless any and all Releasees from and against any and all demands, suits, claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), including but not limited to, any claims by or on behalf of Attendee or any accompanying minor, arising out of or relating in any manner to (i) Attendee's and/or an accompanying minor's attendance at the HCPA premises; attendance at, observation of, and/or participation in any event at the HCPA premises; or any related activities, or (ii) Attendee's and/or an accompanying minor's acts or omissions. In exchange for admission to the HCPA premises, Attendee covenants not to sue (or assist any person in suing) any Releasee for any matter related to the above assumptions, releases, indemnifications or agreements.

**MINOR ATTENDEES:** If Attendee is accompanied by any minor to the HCPA premises, by allowing the minor(s) to accompany attendee, Attendee makes and agrees to all the foregoing assumptions, releases, indemnifications and agreements on behalf of such minor(s). If Attendee does not wish to or is not authorized to make such assumptions, releases, indemnifications and other agreements on behalf of the accompanied minor(s), Attendee should not allow the minor to enter the HCPA premises.