



WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

E&J EVENTS LLC's, doing business as "E&J" ("E&J") is a social club providing, hosting, or sponsoring various activities, events, services, functions, and/or food/beverage (hereinafter collectively referred to as "activity", "activities", or "events"). Some "activities" (e.g., events) may be attended only upon purchase of a ticket. A purchase of any activity hosted, sponsored, offered, facilitated, associated with, or provided by E&J constitutes agreement of the waiver and release of liability as provided herein. In exchange for participation in any activities, and/or use of the property, facilities and services of E&J:

I, _____, by attending, sponsoring, participating, exhibiting, or by purchasing a ticket to one or more activities, I must sign this the waiver and release of liability and consent to the following terms:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe, comply, and obey with all state and federal laws and regulations while on E&J property or engaging any activity, without limitation provided, sponsored, offered, facilitated by or associated with E&J. I agree to observe, comply, obey all rules, policies, and warnings, including but not limited to all E&J policies, guidelines, signage, and instructions, and further agree to follow any oral instructions or directions given by E&J, or employees, representatives or agents of E&J.

2. ASSUMPTION OF THE RISKS AND RELEASE. I agree that I am personally responsible for my safety and actions while on E&J property or while participating in any activity, without limitation, hosted, provided, sponsored, offered, facilitated by or associated with E&J. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself, and further release and discharge E&J for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of E&J, whether caused by the fault of myself, E&J, or other third parties.

I am aware that participating in said activity exposes me to many inherent risks, dangers and hazards. I acknowledge and understand that I am freely and voluntarily participating in said activities entirely at my own risk. I am aware of the risks associated with participating in said activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence or the condition of the location(s) where I voluntarily chose to participate in the activity.

By engaging in said activities, I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in said activities. Also, I assume all related risks, both known or unknown to me, for use of the property, facilities and services of E&J. I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated with any activities.

I fully understand that COVID-19 is a novel coronavirus and has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. I understand that E&J cannot and does not guarantee that I will not become infected with COVID-19 (or similar infectious diseases). I fully understand that there are dangers, inherent and otherwise, in any activity, without limitation, provided, sponsored, offered, facilitated by or associated with E&J and in engaging in said activities during the COVID-19 pandemic.

I hereby acknowledge that I am participating of my own free will in any activity, without limitation, provided, sponsored, offered, facilitated by or associated with E&J and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in said activities. Further, participating in any activity, without limitation, provided, sponsored, offered, facilitated by or associated with E&J may significantly increase my risk of contracting COVID-19 (or similar infectious diseases) and such exposure may result in temporary or permanent personal injury, illness, disability or death and I freely and voluntarily agree to assume all the foregoing risks. I further understand that my participation in said activity may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 (or similar infectious diseases) and transmit it to others.

If I need medical treatment as a result of my participation in, or travel to (including air travel), or events incidental to said activity, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that E&J does not provide health insurance for me and that I should carry my own health insurance. I knowingly and voluntarily give my permission for emergency medical care to be administered to me should a medical emergency arise during any activity. Any expenses incurred will be my sole responsibility.

I EXPRESSLY AGREE TO RELEASE AND DISCHARGE E&J AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION COSTS AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST E&J FOR PERSONAL INJURY OR PROPERTY DAMAGE.

3. INDEMNIFICATION. I agree, at my own expense, to indemnify, defend, and hold harmless E&J from and against all costs, expenses, damages, losses, claims, causes of action, liabilities, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of E&J or involvement in any activity.

I agree to indemnify, defend, and hold harmless E&J from and against any and all costs, expenses, damages, losses, claims, causes of action, liabilities, damages, judgments, costs or expenses, including attorney fees and other litigation costs, arising either directly or indirectly from or related to any and all claims made by or against any of E&J due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of E&J facilities, tools, equipment, or materials, whether caused by the negligence of E&J or otherwise specifically related to COVID-19 or other infectious diseases.

4. AUTHORIZATION TO TAKE AND USE PHOTOGRAPHS/VIDEO AND WAIVER AND RELEASE OF CLAIMS.

I hereby agree and hereby grant E&J, its subsidiaries, sponsors, affiliates, directors, officers, employees, volunteers, agents, and designees non-revocable permission to capture my image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). I acknowledge that E&J will own such Images and further grant E&J permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to E&J business, including without limitation, security and investigative purposes, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Images by E&J prior to its use. I forever release and hold E&J harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

5. FEES. I agree to pay for all damages, losses, or costs to the facilities of E&J caused by any negligent, reckless, or willful actions by me.

6. NO REFUNDS FOR TICKETS OR EXHIBIT TABLE OR EXHIBIT BOOTHS. NO CANCELLATIONS. I understand tickets are not transferable unless otherwise agreed to in writing by E&J. Tickets, exhibitor booth and sponsorships will not be refundable.

7. I understand some activities are considered a "Force Majeure Event" which means any cause(s) which render(s) E&J wholly or partly unable to host, provide, sponsor, offer, or facilitate any of the activities, which are neither reasonably within the control of E&J nor the result of the fault or negligence of E&J, and which occur despite all reasonable attempts to avoid, mitigate or remedy. Such causes shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Governmental Authority, strikes and other labor difficulties, and other activities or circumstances beyond the reasonable control of E&J. Should one or more of the Activities be cancelled under the above circumstances; the one or more activities will resume at a time and date deemed reasonable, prudent, or at the sole discretion of E&J. No refunds will be given. All sales are final.

8. APPLICABLE LAW. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States of America and the State of Arizona

9. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that E&J has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

10. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between me and E&J. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, myself and E&J (collectively the "parties"), and each of the parties, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of E&J, its agents, employees, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns.

12. ARBITRATION. The parties agree that all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Arizona. Any such arbitration shall be conducted in Maricopa County, Arizona pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration, except that the decision of the arbitrator shall be final and binding upon the parties, and the arbitrator's total award may not exceed Five Thousand Dollars (\$5,000) and any judgment may be entered upon it by any court having proper jurisdiction.

13. PURCHASING TERMS & CONDITIONS FOR TICKET HOLDERS. Any purchase, possession, or presentation of a ticket ("Ticket(s)") by you ("You," "Your" "Bearer" or "Holder" of this Ticket) constitutes your irrevocable acceptance of, and agreement to be bound by, these terms and conditions respecting any activity requiring a ticket by E&J. You agree that ticket Issuer may modify, add, remove, supplement, amend, update or revise any of these terms and conditions, without advanced notification to you (collectively, "Revise" or "Revision(s)") by posting such Revisions on Issuer's website located at ls.eandjevents.com (the "Site") and which Revisions shall, at Issuer's option, relate back to the date of purchase. Your Ticket shall be deemed a revocable license issued by E&J. ("Issuer," "We," "Our" or "Us") for the sole purpose of accessing the Activity at the venue(s) selected for the Activity ("Venue") where the Activity is scheduled to occur and for attending the Activity (the "License").

Issuer may revoke the License at any time without additional notification or compensation to You, including denying You access to the Venue. Issuer assumes no legal, financial or other liability whatsoever for any lost, stolen or destroyed email confirmations or tickets. Electronic emails or Ticket(s) may be counterfeited and in all cases, such Ticket(s) shall be voidable and dishonored by Issuer.

The unlawful or prohibited resale or attempted resale of tickets is compensation for seizure of all or some of Your tickets and cancellation of this License without compensation to You. This Ticket may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Issuer. Issuer also reserves the right to investigate orders suspected to be in violation of these Ticketing Terms and Conditions and shall be the sole and final arbiter regarding violations or potential violations hereunder. Your Ticket is not redeemable for cash. Upon Activity cancellation by Issuer, Issuer may in its sole and absolute discretion elect to either issue a full or partial refund, not issue any refunds, or reschedule the Activity. Once Venue opens, the Activity, on the date of the activity shall be deemed to have been delivered in its entirety and not subject to any refunds. Delayed Venue opening and your inability to access any parts of the Venue or Activity due to Federal, state, municipal or other code regulations, Issuer's policy(ies), weight load restrictions, emergency and/or partial or complete Activity set up, shutdown or evacuation, Activity delays and inclement weather shall not entitle you to refunds or future credits. Upon the cancellation of the entire Activity, including, but not limited to activities not within Issuer's control, governmental acts, acts of God, riots, production delays, strikes, natural disasters or inclement weather (regardless of severity), Issuer may, at its sole and absolute discretion elect to either, (a) issue you a full or partial refund or (b) postpone the Activity for a future date and/or offer a comparable "make good." Under no circumstances shall you be entitled to any type of refund or exchange due or contributed to by weather or governmental acts. If Issuer elects to issue a refund, the Ticket purchaser of record shall be refunded an amount up to the face value of the Ticket(s) only. If Issuer reschedules the Activity for a future date, you shall not be entitled to a refund. Under no circumstances shall you be entitled to a refund of any shipping, handling or other processing fees.

14. ALL TICKET SALES ARE FINAL. THERE SHALL BE NO REFUNDS AND/OR TICKET EXCHANGES.

As a condition to attend the Activity, You represent and warrant that You are the "Minimum Age" or older. Minimum Age means 18 years of age or older on the date and time listed on the front of the ticket. Valid government issued photo identification of You ("ID") WILL be required at entry in order to gain entry to the Venue. Bearer or Holder of any Ticket represents and warrants that the information provided on the ID presented by them is valid, true, and correct. Issuer reserves the right, without the obligation to refund any portion of the Ticket purchase price, to refuse entry to any person not of minimum age.

15. TICKETING FROM THIRD PARTIES

From time to time, we may use a third party credit card processing company or ticketing company. You agree to access and read the Ticketing Terms on their websites and their policies, before any purchases. You agree to pay all charges incurred by you or any users of your account, including, but not limited to, any and all applicable processing fees and taxes, and you agree to only use payment methods that belong to you or others that have expressly authorized you to use such payment method. Website owners and E&J are not responsible or liable for any issues or other claims that you may have related to purchasing tickets. We use a third party service to facilitate and process payment transactions. Please review such third party's terms and conditions and privacy policy before entering into any transaction.

YOU MUST BE 18 YEARS OF AGE OR OLDER TO ATTEND THE ACTIVITY AND YOU MAY NOT ACCOMPANY A MINOR WHO IS UNDER 18 YEARS OF AGE. IF BY PURCHASING TICKETS, YOU REPRESENT AND WARRANT TO US THAT YOU ARE OR WILL BE 18 YEARS OF AGE OR OLDER BY THE DATE OF THE ACTIVITY. YOU UNDERSTAND THAT NO REFUNDS WILL BE GIVEN IF YOU ARE NOT ALLOWED ENTRY TO THE ACTIVITY FOR BEING UNDERAGE.

16. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR AGREE TO ASSUME THE ALLOCATION OF RISK TO YOU AS SET FORTH HEREUNDER, DO NOT ATTEND, PARTICIPATE, SPONSOR, OR ENTER THE ACTIVITY OR PARTICIPATE AS AN EXHIBITOR. I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By:

_____ Date: _____

(PRINT)

(SIGNATURE)

