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Spectator, Exhibitor, Vendor

Terms and conditions

**Spectator tickets** for any Impalas Magazine, Impalas Tour, Best of the West events are revocable licenses that only grant a one-time entry for the person into the venue for the specified event (the "Event"). The person seeking entry pursuant to such license, and any accompanying adults or minors ("Holder"), agrees that such license is subject to these terms ("Terms") and by purchase, acceptance and/or use of such license, Holder is deemed to have read the Terms and has agreed to be bound by them. Failure to comply with the Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle Impalas Magazine, Impalas Tour, Best of the West and/or venue management (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked, and Holder may be ejected in Management's sole discretion. ALL SPECTATOR TICKET SALES ARE FINAL. NO REFUNDS OR CREDITS WILL BE MADE EXCEPT AS PROVIDED HEREIN. If admission is refused or revoked, or venue capacity limitations result in Event cancellation, or the Event is canceled and not rescheduled for any reason, the sole and exclusive remedy is a credit equaling the total amount paid by the Holder. Management's liability for any breach of the Terms shall not exceed the original amount paid for the Spectator Ticket. IN NO EVENT SHALL Impalas Magazine OR VENUE MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE SPECTATOR TICKET. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE Spectator ticket OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION, REGISTERED PARTICIPANT AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF REGISTERED PARTICIPANT DOES NOT CONSENT TO THIS CLAUSE, REGISTERED PARTICIPANT MUST LEAVE OR NOT ENTER THE EVENT AND VENUE. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

**Exhibitor Registrations** for Impalas Magazine, Impalas Tour, Best of the West events are revocable licenses that only grant a one-time full-weekend or Sunday-only entry for the registered exhibitor into the venue for the specified event (the "Event"). The person seeking entry pursuant to such license, and any accompanying adults or minors ("Holder"), agrees that such license is subject to these terms ("Terms") and by purchase, acceptance and/or use of such license, Holder is deemed to have read the Terms and has agreed to be bound by them. Failure to comply with the Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle Impalas Magazine, Impalas Tour, Best of the West and/or venue management (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked, and Holder may be ejected in Management's sole discretion.

ALL EXHIBITOR REGISTRATION SALES ARE FINAL. NO REFUNDS OR CREDITS WILL BE MADE EXCEPT AS PROVIDED HEREIN. If admission is refused or revoked, or venue capacity limitations result in exhibitor registration cancellation, or the Event is canceled and not rescheduled for any reason, the sole and exclusive remedy is a credit equaling the total amount paid by the Registered Participant at the time of registration upcoming future event exhibitor registration of the Holder's choice. Management's liability for any breach of the Terms

shall not exceed the original amount paid for the vehicle registration. IN NO EVENT SHALL Impalas Magazine OR VENUE MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE VEHICLE REGISTRATION. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE VEHICLE REGISTRATION OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION, REGISTERED PARTICIPANT AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF REGISTERED PARTICIPANT DOES NOT CONSENT TO THIS CLAUSE, REGISTERED PARTICIPANT MUST LEAVE OR NOT ENTER THE EVENT AND VENUE. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

**Vendor Registrations** ELIGIBILITY AND ACCEPTANCE BY Impalas Magazine, at any time, Impalas Magazine reserves the right to determine eligibility of Vendors for any event and for any reason. Impalas Magazine may withdraw its acceptance of Application. Submission of this Application and Deposit does not guarantee acceptance by Impalas Magazine.

VENDOR SPACE ASSIGNMENT, the method of determining space assignment shall be established by Impalas Magazine and may be changed from time to time without notice to Vendors. Impalas Magazine reserves the right to reassign a vendor location to accommodate event needs. Vendors shall not assign, sublet, share or apportion the whole or any part of the exhibit space they have applied for or are later assigned. However, in the event of the sale of Vendor's business and written proof of the business sale made to Impalas Magazine by the new Vendor or applicant, the new business owner may be able to occupy the assigned space. Vendor personnel are only allowed to enter the Vendor area prior to the official start of the show on event days with vendor credential. All displays including vehicles must be in place and excess material, cartons and refuse removed by specified time on the final set-up date. Impalas Magazine assumes no responsibility for Vendor materials left unattended during set-up and or during pick-up. Any space not claimed and occupied by start of the event (show) day may be reassigned or resold by Impalas Magazine and NO refunds, transfers or credits will be given. No removal of product and/or equipment prior to the stated Final Event Day tear-down start time will be permitted. Impalas Magazine assumes no responsibility for any Vendor material left unattended during teardown. All product and equipment must be removed after end of the event unless prior written approval has been provided by Impalas Magazine.

**Vendor/Exhibitor** and each person associated therewith (i.e. Principles, employees, spouses, guests, agents, survivors, heirs, guardians, executors, representatives, and next of kin) agrees to indemnify, defend, and hold harmless, and to release and forever discharge, from any and all known and unknown damage, injury, death, illness, property damage, loss, liability, claims, penalties, actions, causes of action, judgments, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to this event, any conduct, actions and/or omissions of anyone connected with this event, including: Impalas Magazine, Impalas Tour, Best of the West; the owner/operator of the event facility; all other vendors/exhibitors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives and servants; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event (the "Released Parties"). Additionally, Vendor/Exhibitor and each person associated therewith (i.e. Principles, employees, spouses, guests, agents, survivors, heirs, guardians, executors, representatives, and next of kin) as specifically represented by the person whose name and signature appears on their Application, releases Released Parties from all liability for all claims, damage, or demands for personal injury, illness, death, or property damage, arising from or related to this agreement or to attendance at and/or participation in any activity at the event, whether the injury, illness, death, or property damage

occurs on or off the premises. This release includes, without limitation, any personal injury, illness, death, or property damage caused by the active or passive negligence of any of the Released Parties. The undersigned bears sole responsibility for any loss. The Vendor/Exhibitor, as represented by their signature on this Application, agrees and specifically acknowledges that Impalas Magazine and their officers, staff, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or conditions imposed on the Vendor/Exhibitor by any regulatory agency or government authority (whether federal, state, regional or local), whether in connection with, before, during, or after this event, or otherwise.

The Event date and time (and gate opening) are subject to change at Management's sole discretion, and no such change shall entitle Holder to a refund or other remedy if Holder cannot attend or for any other reason. No transfers, refunds or credits shall be made due to weather, event will be rescheduled to selected weather date.

Holder must comply with all Event policies including without limitation policies addressing security and spectator conduct, health and safety, and bags. Holder and Holder's belongings may be searched or assessed. Prohibited items may be confiscated and Holder's admission may be denied or revoked at Management's sole discretion. Holder consents to such searches and assessments and waives all related claims. If Holder does not consent, Holder acknowledges Management has the right to deny or revoke Holder's admission without refund. Management reserves the right to deny or revoke the admission of any person who it determines, in its sole discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms, any venue policies, or is otherwise disorderly (or complicit therein) without refund.

**OPERATIONS AND CONDUCT AT EVENT.** Impalas Magazine reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/ or its contents, or the conduct of Vendor's/Exhibitor's staff, are deemed objectionable by Impalas Magazine at its sole discretion, then, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendor's/ Exhibitor's sole expense. None of the following items [guns, knives, drug paraphernalia, animals, reptiles, birds, or any illegal substance or items] are to be sold, promoted, or used in any part of the Vendor/Exhibit space. Each Vendor/Exhibitor is responsible for all damage to any property caused by Vendor's/Exhibitor's staff, personnel, or representatives. Vendors/Exhibitors are not granted exclusive rights to any specific product category at an event. All items and specialty product type exhibits will be limited in number and/or booth space size at the sole discretion of Impalas Magazine.

#### **ADVERTISING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT:**

In consideration of Impalas Magazine, Impalas Tour, Best of the West accepting entry of any individual entering the event as a paid or comp spectator, each of the following persons (spouse, children and /or guests), as represented and authorized by the person who accepts these terms, do hereby authorize, permit, give, grant, license, relinquish and release to Impalas Magazine, and to any of its affiliates, licensees, agents, and representatives, the absolute right to do each of the following activities involving each said persons, whether for commercial and non-commercial purposes and uses, whether in connection with, before, during, or after the event or otherwise, and without any further payment, consideration or notice from Impalas Magazine, and in the sole discretion of Impalas Magazine, to:

(a) photograph, draw, depict, copy characterize, and/or recreate any images or likeness of each of said persons; (b) print, publish, distribute, disclose, and/or release details and /or information about any of said

persons; and (c) create, assemble, manufacture, print, distribute and/or sell advertising, magazines, brochures, flyers, posters, T-shirts, packaging, and/or articles of manufacture which show said persons, and/or any image thereof. These rights to Impalas Magazine include, but are not limited to, any proprietary rights, intellectual property and/or copyright interests necessary to carry out each of the above-identified activities, and further includes world-wide, non-exclusive and royalty-free license.

IN CONSIDERATION of being permitted to compete, officiate, observe or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, venue, sanctioning organizations or any subdivision thereof, venue operators, venue owners, employee of the venue, officials, car owners, drivers, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED IS AWARE OF THE INHERENT RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE INVOLVED IN ATTENDING THE EVENT, INCLUDING WITHOUT LIMITATION RISKS DUE TO MOVING VEHICLES, ATTENDING MASS GATHERINGS, CONTAMINATION, ILLNESS, AND PANDEMIC AND EPIDEMIC LEVEL ILLNESSES. USER IS AWARE OF THE RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM, AMONG OTHER CAUSES, THE ACTIVE OR PASSIVE NEGLIGENCE OF Impalas Magazine AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ENTRANTS (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING WITHOUT LIMITATION THE RISK OF NEGLIGENT INSTRUCTION OR SUPERVISION. USER IS VOLUNTARILY IN ATTENDANCE AT THE EVENT WITH KNOWLEDGE OF THE RISKS OF INJURY, DEATH, PROPERTY DAMAGE, ILLNESS, AND OTHER RISKS, AND ASSUMES ANY AND ALL

KNOWN AND UNKNOWN RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM ATTENDANCE AND PARTICIPATION IN ANY ACTIVITY AT THE EVENT.

6. THE UNDERSIGNED RELEASES PARTIES FROM ALL LIABILITY TO THE UNDERSIGNED AND THE UNDERSIGNED'S PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO THIS AGREEMENT OR TO ATTENDANCE AT AND/OR PARTICIPATION IN ANY ACTIVITY AT THE EVENT, WHETHER THE INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE OCCURS ON OR OFF THE PREMISES. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. THE UNDERSIGNED BEARS SOLE RESPONSIBILITY FOR ANY LOSS
7. Impalas Magazine, Impalas Tour, Best of the West provides no guarantee or assurances that the EVENT will proceed as scheduled and Impalas Magazine, Impalas Tour, Best of the West is prevented from complying, in whole or in part with the Agreement, by strikes, lockouts, action of the elements, laws, orders, pandemics or epidemics, rules and regulations of any federal, state, municipal or other governmental agency, acts or requests of any governmental officer or agent purporting to act under authority, exhaustion or unavailability or delays in delivery of necessary materials and equipment, or other matters or conditions beyond the control of Impalas Magazine.
8. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THE SPECTATOR TICKET TERMS, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO AND ACCEPTING IT, AND HAVE AGREED TO AND ACCEPTED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY AGREEMENT AND ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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