



## Ticketing Terms and Conditions

In consideration of being allowed to participate in and attend the Pleasanton Downtown Association's (PDA) 2019 Wine Stroll, I agree to comply with any and all rules, regulations, terms, and conditions of the Wine Stroll Event, including but not limited to the following:

1. I certify that I am physically able to participate in the Wine Stroll and in any associated activity or performance, and that I have not been advised otherwise by a qualified medical professional.
2. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue the PDA, its director, board members, employees, volunteers, representatives, contractors and subcontractors, and other participants, sponsors, affiliates, and if applicable, downtown business owners from any and all claims for damages, injuries, losses, liabilities and expenses that I may have or that may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in the Wine Stroll event, and including any injury or damage to my person or property, or to that of any other person or property. However, if the PDA files a claim against me, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend, and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in the Wine Stroll Event, including in any program, event or activity at the Event. I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
3. I acknowledge that people are using film, video, and photographic cameras at the Event, and that my image may be captured on film, video, or photographs which may subsequently be displayed or disseminated without my consent or payment of compensation to me, and I release PDA from any liability due to such filming, photographing, or dissemination.
4. I agree to read and abide by the terms on my ticket.
5. I understand that children under 18 years of age can attend the event only accompanied by a parent or guardian, and that if I bring a minor to the event I agree to the contractual terms contained in these Terms and Conditions on behalf of the minor.
6. No person under the age of 21 years of age can buy a ticket to participate in the Wine Stroll and consume alcohol. All participants are required to show state or federal identification at check-in.

7. If I am obtaining tickets or providing any tickets to, any other person(s), I recognize that I am acting as that person's agent in obtaining the tickets, 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 I obtain, and I shall notify any such person of these Terms and Conditions when I deliver a ticket to them. If I have obtained a ticket from another person, I also agree to these Terms and Conditions when the ticket is delivered to me.

8. I agree that PDA is not liable for acts of God, the weather, strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets are nonrefundable even if the Event is terminated early or canceled, or entry conditions are modified, due to harsh weather, acts of nature, governmental regulation, the failure to obtain required governmental permits, or conditions beyond PDA's control.

#### Refund and Cancellation Policy

All sales are final. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

9. These Terms and Conditions may be changed by PDA prior to the Event, and if so, the revised Terms and Conditions will apply to you.