

VIP FAN EXPERIENCE PACKAGE WAIVER

IN ORDER TO PARTICIPATE IN THE VIP FAN EXPERIENCE PACKAGE (“VIP PACKAGE”), PARTICIPANT (“YOU”) MUST ACCEPT THESE TERMS BY SIGNING BELOW. PLEASE READ THIS CAREFULLY AND TAKE ANY STEPS NECESSARY TO UNDERSTAND THE TERMS OF THIS WAIVER PRIOR TO SIGNING.

In consideration for your participation in the VIP Package, you represent, warrant, covenant and agree as follows for the benefit of Please & Thank You, provider of the VIP Package, and Marina Touring (US) Inc (collectively the “Artist”) (Please & Thank You and Artist, individually and collectively, “we” or “us” or words of a similar connotation):

Age. You represent and warrant that you are at least 18 years old, or if you are a minor, that your parent or legal guardian is signing this waiver on your behalf. Any such parent or legal guardian represents and warrants that he/she has the authority to sign this waiver on behalf of the minor participant.

Decorum; Ejection and Cancellation. You agree to act in accordance with the rules established by us and the event provider during your participation in any activity related to the VIP Package event. You agree not to engage in any illegal or inappropriate activities, including but not limited to the use of illegal drugs or contraband, engaging in acts that are considered disturbing to the operations of the VIP Package event, the operations of any venue in which a VIP Package event activity is taking place, or to any of the bands or persons participating in the VIP Package event. If any special access is granted (e.g., backstage tours, receptions), you agree to maintain a civilized decorum, behave with courtesy and respect, and closely follow all instructions. You agree to follow the VIP Package event guide and agree not to leave your guide, or seek out any performers or their crew. No photographs or other recordings (audio or audio visual) are permitted other than as directed by the VIP Package guides at official photo opportunities. Please & Thank You reserves the right to refuse admission to you or to eject you from any VIP Package event at any time if you fail to abide by the terms hereof or the rules established at any time by us or the event provider, if you use vulgar or abusive language or if your conduct is otherwise deemed disorderly in our sole discretion. If you are removed from the VIP Package event, Please & Thank You will not refund any amounts paid by you to participate in the VIP Package. You and your belongings may be searched prior to entry to the event. By purchasing a VIP Package, you consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches at the event, you may be denied entry to the event without refund or other compensation.

Name and Likeness. You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You irrevocably authorize Please & Thank You and Artist to utilize your name, image, likeness, acts, poses, plays, appearance, movements, performances, voice and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after a performance) for any purpose (commercial or otherwise), in any manner, in any medium or context now known or hereafter developed, throughout the universe in perpetuity, without further authorization from, or compensation or credit to, you or anyone acting on your behalf, including in connection with Please & Thank You’s advertisements, promotions and marketing.

Confidentiality. You may become privy to confidential information relating to Artist, Artist’s friends and members of Artist’s family, including information that would not normally be considered confidential, but is in fact of a confidential nature due to the public interest in Artist. Confidential information includes any information (whether embodied in a tangible medium or otherwise) which you have learned of or which has come into your possession, custody or control as a result of your participation in the VIP Package, information relating to the personal life and relationships of the Artist with third parties, information relating to the business and/or legal and/or financial affairs and/or spending habits of the Artist and/or information relating to the work habits and/or practices of the Artist. You agree that you shall not at any time directly or indirectly use or exploit for your own purpose or those of any other person, company, business entity, media organization or other organization whatsoever, or disclose to any person, company, business, entity, media organization or other organization whatsoever, any confidential information.

Liability; Release and Indemnification. You acknowledge that the activities and services offered as part of the VIP Package are inherently dangerous and may cause significant injury or death. You assume all risk of personal injury, death or disability which may result from participation in the VIP Package. By participating in the VIP Package, you hereby release, discharge, and covenant not to sue Please & Thank You and/or Artist (together with each of their respective officers, directors, employees, agents, parent companies, affiliates and assigns, individually and collectively, the “Released Parties”) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons (including personal injury and death) or property which may be sustained in connection with entering or otherwise participating in any aspect of the VIP Package experience, the receipt, ownership or use of any items received during the VIP Package experience, or while preparing for, participating in or traveling to or from the VIP Package experience. The Released Parties are not liable for any injuries, losses, costs or damages of any kind or nature incurred by you or any other persons while attending or otherwise in connection with the VIP Package event or related events. You hereby indemnify and hold

harmless Please & Thank You and Artist, and each of their respective parents, subsidiaries, shareholders, officers, directors, employees, volunteers, assigns and affiliates from any and all claims, causes of action, liabilities, losses (including personal injury and death), costs and expenses (including attorneys’ fees), arising out of or related to your participation in the VIP Package or in any sponsored events or activities associated with the VIP Package and/or the breach of any of your representations, warranties, covenants and agreements herein.

Cancelled or Postponed Events; Force Majeure. If the VIP Package event is postponed and/or cancelled, Please & Thank You shall not be responsible for any loss, cost or damage of any kind or nature resulting from such postponement or cancellation. Please & Thank You typically only offer refunds and/or exchanges based on the promoter's, artist's or venue's instructions. Please & Thank You is not obligated to issue a refund except to the extent that the promoter, artist, or venue responsible for bringing you the event instructs Please & Thank You to issue a refund, and provides Please & Thank You with the ticket funds necessary to issue refunds. In order to receive a refund or an exchange that may be offered, you must comply with the promoter's, artist's or venue's instructions or deadlines, which, along with the decision about whether to issue a refund or an exchange, may be at the promoter's, artist's or venue's sole discretion. If a refund is issued, it will be issued using the same method of payment that was used to make the purchase. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund. Please & Thank You is not liable for travel or any other costs or expenses that you incur in connection with a cancelled or postponed event. If a refund is issued it will be the price of the VIP Package less the value of the goods already supplied, which will be determined by Please & Thank You in its sole discretion. If, for any reason, the VIP Package event is not capable of running as planned for reasons beyond Please & Thank You's reasonable control, including, without limitation, an act of God, accident, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism, Please & Thank You reserves the right to cancel, terminate, modify or suspend the VIP Package in whole or in part in its sole discretion.

Miscellaneous. You represent and warrant that you have read the terms and conditions on the website from which the VIP Package was purchased and agree to the same. Please & Thank You does not guarantee any products or services with your purchase of a VIP Package other than that advertised by Please & Thank You. The unenforceability or invalidity of any term or provision of this waiver will not affect the validity or enforceability of any remaining terms or provisions, hereof, but such remaining terms, provisions, sections or subsections will be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.

Choice of Law, Venue. This waiver will be governed and interpreted in accordance with the laws of the State of New York without regard to its choice of law principles. You agree to resolve all disputes arising from or related to this waiver exclusively in federal or state court in New York County, New York. You consent to the personal jurisdiction of any such court and may be served process in any suit brought by overnight carrier with delivery signature confirmation (e.g., FEDEX) at the address below.

By signing below, you agree to the terms in this waiver, and that you have read this entire document, understand it completely and agree to be bound by its terms.

PARTICIPANT

**PARENT OR GUARDIAN OF
MINOR PARTICIPANT (if
applicable)**

Signature

Signature

Print Name

Print Name

Date of Birth

Date of Birth

Street Address

Street Address

City, State, Zip

City, State, Zip