

The following terms and conditions apply to your purchase of tickets to Float Fest 2022.

You must be 18 years or older to use this site and access its offerings including purchasing tickets to the event. The event itself is not targeted at children. We strongly encourage all parents and guardians to monitor the Internet use by their children including their ability to purchase items on the internet including event tickets. If you use the site to purchase, you affirm you are at least 18 years old.

Covid 19 Warning:

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 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-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against Float Fest, LLC, event organizers, Fest Ticket, and all affiliated entities.

ALL SALES ARE FINAL; there are no cancellations, returns, or exchanges of any kind.
IF THE EVENT IS CANCELLED, you will be given a full refund minus the delivery fee.

Purchasing

Tickets purchased are subject to booking fees and a non-refundable delivery fee. Purchaser may see this advertised via an all-in model, or via a fee breakdown which includes the price of the individual ticket and the applicable booking fee. Further, Purchaser may be limited to a specified number of tickets for the event (also known as a "ticket limit"). This ticket limit shall be posted during the purchase process and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. We reserve the right to cancel any or all orders and tickets without notice to you if you exceed the posted limits. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information. Lost tickets may be replaced at an additional fee to purchaser.

Prior to your order being processed we will verify your billing information. Incorrect billing information can delay this verification process. In such cases, we may attempt to contact you, using the information provided at the time of purchase if available. If we are unable to reach you after our initial attempt or cannot contact you, we reserve the right to reject and or cancel your order and sell your tickets to another customer without further notice. Further, we reserve the right to reject your purchase if we suspect it is being placed fraudulently. Your order is not guaranteed until you receive a final confirmation notice from us.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. You will not dispute or otherwise seek a “chargeback” for this purchase either. If you do so, your tickets may be canceled, and we may, in our sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts associated with this original purchase.

Error Free

We make no guarantees that this purchasing process shall be error free. If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted during the checkout process or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction.

Taxes

If required at the time of purchase, you will be charged applicable sales tax. This amount is in addition to the Prices stated on the Site do not include any state or other local taxes that may apply to User's order. Organizers may collect sales tax as is appropriate for their locality. If taxes are applicable to User's order they will be added to User's order as a separate charge in addition to the total.

Payment Plan

We may make available the option to purchase your tickets via a payment plan. There may be an additional fee for this right. No tickets shall be delivered to you until your order has been paid in full and you have made all applicable payments under the payment plan. If you cancel your purchase at any time while having an outstanding payment plan, you are permitted to do so, however you forfeit all money and fees already paid up through the date of cancellation. Further, if you default on your payment obligations Float Fest reserves the right to cancel your order and retain all fees paid so far.

Delivery

Different combinations of delivery methods may be offered, depending on factors that include the venue or country where the event is to be held, the country in which you live, how much time is left before the event starts, whether it is a holiday season and the nature of the demand for the event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, we can only ship tickets to the billing address on file with the credit card company that is used for your purchase.

Unforeseen Events

We reserve the right to cancel this event at any time by providing notice to you. A cancellation may occur for any number of reasons including, weather, pandemic conditions, and other unforeseen events. If the event is cancelled without a rescheduled date, you will be

refunded your purchase price minus the delivery fee. At no time will we or any event promoters be liable for any travel or other expenses you or anyone else incurs in connection with a canceled or postponed event.

Performers

Opening acts and headliners are subject to change without notice. Further performance times for any specific artist are not guaranteed, nor do we guarantee the production quality of any artist's performance. No refund will be owed if a festival performer is changed, canceled, replaced, or if a performance did not meet stated expectations.

Event Providers reserve 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 festival rules, including bringing prohibited items to the venue. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and festival staff may revoke it at any time for any of the aforementioned circumstances.

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 grant permission to us and the Event Provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, 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 play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

You and your belongings may be searched on entry to the festival. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. The venue considers the following to be prohibited items that shall not be permitted into the venue, the camping grounds, or the floating area: weapons of any kind, fireworks, pyrotechnics, and any other item Float Fest deems prohibited. A complete list of prohibited items is included on www.FloatFest.net.

At Your Own Risk

By purchasing tickets to Float Fest 2022 you are acknowledging that you are doing so on your own free will, and that you assume all liability and risks associated with attending a large-scale event and you forever release Float Fest, LLC, event organizers, Fest Ticket, and all

affiliated entities from any and all claims, damages, or actions that may arise as a result of your voluntary participation at Float Fest 2022.

IN NO EVENT WILL FLOAT FEST, LLC, EVENT ORGANIZERS, FEST TICKETS, AND ALL AFFILIATED ENTITIES BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION AT FLOAT FEST 2022, EVEN IF THE ABOVENAMED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR PARTICIPATION AT FLOAT FEST 2022, (b) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. THE ALLOCATION OF RISK BETWEEN US AND PURCHASER IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THESE PARTIES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Governing Law

Purchaser agrees that any controversy or claim arising out of or relating to purchaser's participation at Float Fest 2022 will be governed by the laws of the State of Texas without regard to its conflict of law provisions. User agrees to personal jurisdiction by venue in the state and federal courts of the State of Texas, Gonsalves County.

Force Majeure

Float Fest shall not be deemed in default or otherwise liable under these rules and policies due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, cyber-terrorism, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under Float Fest's control (hereinafter all of the foregoing is collectively referred to as FORCE MAJEURE).