

Ticket Terms and Conditions

Upside Down Land Ticket Terms and Conditions, Waiver, and Release Form (“Terms and Conditions”) In consideration of being allowed to participate in and attend the 2024 Upside Down Land event (the “Event” or the “Upside Down Land Event”), I agree to comply with any and all rules, regulations, terms, and conditions of the Upside Down Land Event, including but not limited to the following:

1. I certify that I am physically able to participate in the Upside Down Land Event and in any associated activity or performance, and that I have not been advised otherwise by a qualified medical professional.

2. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions, or negligence of the organizers of the Upside Down Land Event, i.e., Upside Down Land Project and its officers, directors, employees, agents, representatives, volunteers, contractors, and/or affiliates (collectively, “POTENTIALIST WORKSHOP”) and/or participants in the Event; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; (g) the widespread use by participants and by POTENTIALIST WORKSHOP of fire, pyrotechnics, flame effects, explosions, and other similar activities; and (h) vehicular traffic, including but not limited to “mutant vehicles,” “art cars,” bicycles, and e-bikes. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY, OR DEATH, WHICH MAY OCCUR BY ATTENDING THE 2024 UPSIDE DOWN LAND EVENT, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD POTENTIALIST WORKSHOP HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF POTENTIALIST WORKSHOP, OR FROM THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

3. I understand that during the Upside Down Land Event, art installations, theme camps, vehicles (including but not limited to “mutant vehicles” and “art cars”), events, and performances will be held and/or on display, and I understand that most of these activities are not owned or operated by POTENTIALIST WORKSHOP. I ASSUME ALL RISK OF INJURY OR DEATH ARISING FROM THE OPERATION OF AND/OR MY PARTICIPATION IN ANY OF THESE ACTIVITIES, AND THE RELEASE IN SECTION 2 APPLIES TO ANY RELATED INJURY I MIGHT SUSTAIN.

4. I understand that COVID-19 is an extremely contagious disease that can cause severe illness and death. I understand that this Event may be subject to enhanced health and safety measures, and I agree to comply with all health and safety requirements imposed by POTENTIALIST WORKSHOP or any government agency with jurisdiction over the Event. I agree to carefully review all current health and safety requirements published on POTENTIALIST WORKSHOP’s website prior to my departure for the Event. If I do not comply with these requirements, I may be denied entry into the Event or be required to leave the Event and will not receive a refund for my ticket and/or vehicle pass. I understand that there is a risk of exposure to COVID-19 or other communicable diseases at any public gathering like the Event regardless of any enhanced health and safety measures and my test/vaccination status. BY ENTERING THE EVENT SITE, I KNOWINGLY AND VOLUNTARILY ASSUME THE RISK THAT I MAY BE EXPOSED TO OR INFECTED BY COVID-19 OR ANOTHER COMMUNICABLE DISEASE OR ILLNESS, AND/OR THAT I MAY

EXPOSE OR INFECT OTHERS, AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND/OR DEATH. I accept sole responsibility for any claims arising from or related to my participation in the Event, including any exposure to COVID 19 or health and safety requirements at the Event site, and I agree that the waiver of liability and release set forth in Section 5 of these Terms and Conditions applies to any claim relating to COVID-19 or any other communicable disease.

5. I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby waive, release, discharge, and agree not to sue POTENTIALIST WORKSHOP and other participants, sponsors, and if applicable, owners and lessors of equipment, art installations, and premises used to conduct the Upside Down Land Event or related activities (collectively the "Releasees"), 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 participation in the Upside Down Land Event, including in any programs, events, art installations, or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property. If POTENTIALIST WORKSHOP files a claim against me, however, 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 Upside Down Land Event, including in any programs, events, art installations, or activities 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.

6. Upside Down Land Trademarks and Copyrights. I acknowledge that "Upside Down Land," and the Upside Down Land logo/symbol are registered trademarks of POTENTIALIST WORKSHOP; that the design of the Upside Down Land sculptures are registered copyrights of POTENTIALIST WORKSHOP; and that POTENTIALIST WORKSHOP has the exclusive right to license and enforce those trademarks and copyrights along with its other intellectual property (collectively, "Upside Down Land Intellectual Property"). WITHOUT THE PRIOR WRITTEN CONSENT OF POTENTIALIST WORKSHOP, I UNDERSTAND THAT I MAY NOT USE ANY UPSIDE DOWN LAND INTELLECTUAL PROPERTY OR EVENT CONTENT IN ANY ADVERTISEMENT OR PROMOTIONAL MATERIAL (INCLUDING WITHOUT LIMITATION, IN MUSIC VIDEOS OR IN POSTS ON COMMERCIAL SOCIAL MEDIA ACCOUNTS), OR IN THE TITLE OR ON THE COVER OF ANY PUBLICATION, unless the use is authorized by these Terms and Conditions or constitutes a fair use under United States law. (For general information about trademarks, copyrights, and fair use. POTENTIALIST WORKSHOP generally permits the use of Upside Down Land Intellectual Property, without payment of any license fee, on materials that are given away at or in connection with the Upside Down Land Event ("Gift Materials"), with the following conditions: (1) POTENTIALIST WORKSHOP may, for any reason in its discretion, determine that such use is not in keeping with POTENTIALIST WORKSHOP's quality control, and if so, all such materials shall no longer be distributed; and (2) no Gift Materials may be sold (including to recoup the cost of producing them), exchanged for something of value, or distributed in any manner in which the Gift Materials are likely to be sold or exchanged for something of value.

7. I acknowledge that people are using film, video, and photographic cameras, audio recorders, live streaming devices, and other means of capturing media at the Event, and that my image, likeness, actions, and statements may be captured on film, video, photographs, audio recordings, streams, or other media that may be displayed or disseminated simultaneously or subsequently without my consent

or payment of compensation to me, and I release POTENTIALIST WORKSHOP from any liability due to such capturing, display, or dissemination.

8. I hereby appoint POTENTIALIST WORKSHOP as my representative to protect my intellectual property or privacy rights, recognizing that POTENTIALIST WORKSHOP has no obligation to take any such action. I understand that if POTENTIALIST WORKSHOP files a lawsuit to protect my intellectual property or privacy rights pursuant to the appointment in this Section, and POTENTIALIST WORKSHOP has information that my specific intellectual property or privacy rights have been violated and also has information as to my identity and my contact information, POTENTIALIST WORKSHOP will make reasonable efforts to notify me of any such action by sending a communication to the contact information in POTENTIALIST WORKSHOP's possession.

9. I understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity and other types of expressive activity. I agree that such expressive activity and dress is not indecent or offensive to me, and that I have decided to attend the Event with full knowledge that such expressive activity and dress may occur. If I am accompanied by minors at the Event, I acknowledge that I have made a choice that the minors may be exposed to the expressive activities and dress that take place at the Event, and that I have exercised parental responsibility and control in bringing the minors to the Event. Should I find that any activity at the Event is offensive to me, or to any minors accompanying me, I acknowledge that I can avoid such activity by, among other things, leaving the vicinity of the activity or leaving the Event.

10. I understand that children under 18 years of age may attend the Event only accompanied by a parent or guardian, and 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.

11. I agree to read and abide by the terms on the back of the ticket and all information listed in the 2024 Survival Guide.

12. I consent to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event, or activity at the Event. I release POTENTIALIST WORKSHOP and all persons participating in any such medical treatment from all responsibility for any such actions.

13. I agree that POTENTIALIST WORKSHOP is not liable for acts of God, the weather, health outbreaks, epidemics or pandemics (including worsening of the current COVID-19 pandemic), strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets and vehicle passes are non-refundable even if the Event is terminated early or canceled, or entry conditions are modified, due to weather, acts of nature, governmental regulation, the failure to obtain required governmental permits, or conditions beyond POTENTIALIST WORKSHOP's control.

14. Tickets, and credentials, are revocable licenses that may be revoked by POTENTIALIST WORKSHOP for any reason, including without limitation resale for above the price at which they were initially offered by POTENTIALIST WORKSHOP, plus applicable taxes and POTENTIALIST WORKSHOP-approved fees ("Face Value"), purchasing more than stated limits, assisting people with unauthorized or un-ticketed entry to the Event, or failure to satisfy any health and safety requirements.

15. Refund and Cancellation Policy. ALL SALES ARE FINAL. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

16. These Terms and Conditions shall be governed by and enforced according to the laws of the State of California without regard to any rules relating to conflicts of laws. I understand that any claim or dispute arising out of or in connection with these Terms and Conditions must be brought exclusively in the federal or state courts located in San Francisco, California, and I submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes.

17. If I am obtaining tickets for, 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.

18. I understand that these Terms and Conditions may be changed by POTENTIALIST WORKSHOP prior to the Event, and if so, the revised Terms and Conditions will apply to me. My use of a ticket or other entry credential for entry to the Event signifies my binding agreement to the Terms and Conditions in effect at the time of my entry to the Event.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THESE TERMS AND CONDITIONS, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

Signature

Name

Date