TERMS AND CONDITIONS AGREEMENT

In consideration of SOLAR ECLIPSE WACO and its affiliates (collectively, “Business”), agreement to allow the undersigned (“Participant”) to register, attend, and take part in Business’s Solar Eclipse viewing experience at 5763 S THIRD STREET RD. WACO, TX 76708 (collectively, “Event”), Participant agrees to the following terms and conditions of this Terms and Conditions Agreement (“Agreement”) as of the date indicated below:

1. ELECTRONIC AGREEMENT. THIS AGREEMENT IS AN ELECTRONIC CONTRACT THAT GOVERNS PARTICIPANT’S PARTICIPATION IN THE EVENT. BY CHECKING THE BOX “I AGREE” THAT APPEARS IMMEDIATELY BENEATH THE WORDING “PLEASE AGREE TO SOLAR ECLIPSE WACO TERMS AND CONDITIONS\*” WHEN PURCHASING TICKETS, PARTICIPANT ACKNOWLEDGES THAT HE/SHE UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT AND ITS TERMS AND CONDITIONS. CHECKING THE BOX CREATES AN ELECTRONIC SIGNATURE THAT HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE.

2. NO REFUNDS; NON-TRANSFERABLE; ADMITTANCE. Participant agrees that all payments submitted or paid by Participant to Business in consideration of Participant’s admission into the Event are NON-REFUNDABLE under any circumstances (including, but not limited to weather related conditions or traffic conditions). Business reserves the right to cancel any tickets that have been resold.

3. OTHER ATTENDEES. Participant agrees that if he/she is registering on behalf of another individual, it is Participant’s responsibility to ensure the person attending is aware of this Agreement and accepts it. By completing the registration on behalf of another individual, Participant is warranting that he/she has made the attendee or participant aware of the terms of this Agreement and that they have accepted the terms and conditions of this Agreement.

4. ALCOHOL, ILLEGAL DRUGS, WEAPONS. Alcohol consumption is strictly prohibited. Business reserves the right to refuse service to persons that appear to be under the influence of drugs and/or unable to care for one’s self, or are objectionable to another participant or staff of the Business or its agents. All contraband and items considered “weapons” are strictly prohibited at the Event.

5. COMPLIANCE WITH LAWS AND CODE OF CONDUCT. Participant shall maintain decorum, comply with all laws, rules, and regulations of all government authorities, and not suffer or permit the continuation of acts in breach of this Agreement.

 6. EJECTION. Business has the right to eject and/or otherwise expel Participant from the Event for any unlawful conduct, fighting, form of abuse, alcohol consumption, behavior deemed inappropriate by Business, or breach of this Agreement without refund.

7. ACKNOWLEDGMENT AND ASSUMPTION OF INJURY/DAMAGES. Participant acknowledges that he/she is aware of the possible risks, dangers and hazards associated with participating in the Event, including the risks of bodily injury, death, or damage to property which may occur from known and unknown causes. Participant understands, accepts, and assumes all such hazards and risks. Business and its agents shall also NOT be liable for any personal property of Participant, which is/are misplaced, damaged, stolen, or left at the Event.

 8. LIMITATION OF STATUTE OF LIMITATIONS. Any dispute, right or claim of Participant which is based upon, or arises in connection with the Event, shall be barred unless he/she commences arbitration thereon within six (6) months after the date of the event. Participant agrees this provision shortening the statute of limitations to six months is not in itself unreasonable or is not so unreasonable as to show imposition of undue advantage.

I HAVE HAD SUFFICIENT TIME TO REVIEW AND SEEK EXPLANATION OF THE TERMS AND CONDITIONS CONTAINED ABOVE AND, HAVE CAREFULLY READ THEM, UNDERSTAND THEM FULLY, AND AGREE TO BE BOUND BY THEM. AFTER CAREFUL DELIBERATION, I VOLUNTARILY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. I FURTHER REPRESENT THAT I AM AT LEAST 21 YEARS OLD.