

# TICKET HOLDER TERMS & CONDITIONS

*Updated February 5, 2022*

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## TERMS & CONDITIONS

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These terms and conditions relate to an individual's use of a ticket to gain admittance to any of the events held at or operated by Theatre of Dare, Inc. (each individual holding a ticket to gain admittance, a "holder" or a "holder of a ticket" as used in this policy)

### COVID-19 WARNING AND WAIVER OF CLAIMS

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. BY VISITING OR ENTERING THE VENUE, HOLDER OF A TICKET ASSUMES ALL RISKS, HAZARDS, AND DANGERS INCIDENTAL TO THE EVENT FOR WHICH THE TICKET IS ISSUED. HOLDER OF A TICKET VOLUNTARILY WAIVES ANY AND ALL CLAIMS AND POTENTIAL CLAIMS AGAINST EACH

OF THEATRE OF DARE, INC, THE EVENT PRODUCER, EVENT PARTICIPANTS, PERFORMERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, AFFILIATES, OFFICERS, DIRECTORS, OWNERS, VENDORS AND CONTRACTORS (COLLECTIVELY, FOR PURPOSES OF THIS POLICY, THE “RELEASED ENTITIES”), THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF CONTRACTING OR THE ACTUAL OR ALLEGED CONTRACTING OF COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF EXPOSURE OR ACTUAL OR ALLEGED EXPOSURE TO A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, IN EACH CASE WHETHER THE ACTUAL OR ALLEGED CIRCUMSTANCES GIVING RISE TO ANY CLAIM OR POTENTIAL CLAIM OCCUR BEFORE, DURING, OR AFTER THE EVENT. EACH HOLDER OF A TICKET AND OTHERS ARE SUBJECT TO THE **RELEASE & WAIVER OF LIABILITY AGREEMENT**. PLEASE REVIEW THIS AGREEMENT IN FULL PRIOR TO PURCHASING, USING, SELLING OR TRANSFERRING A TICKET AND PRIOR TO VISITING ANY VENUE. HOLDER OF A TICKET ASSUMES ALL RISKS AND LOSSES OCCURRING BEFORE, DURING OR AFTER AN EVENT, INCLUDING, WITHOUT LIMITATION, INJURY BY ANY CAUSE, AND RELEASES EACH RELEASED ENTITY (AS DEFINED ABOVE) FROM ANY AND ALL RELATED CLAIMS.

## COVID-19 SAFETY MEASURES

By visiting or entering the Theatre of Dare, holder of a ticket agrees to abide by all COVID-19 safety measures the venue has implemented for guests and employees. These measures may be changed from time to time and may include, but are not limited to, wearing masks at all times while on the premises, temperature checks prior to entering the venue, certifying whether holder of a ticket has been exposed to COVID-19 prior to entering a venue, and social distancing when reasonable. The most current safety measures will be posted at Theatre of Dare and are available online [here](#).

## CERTAIN RESTRICTIONS/UNLAWFUL SALE OR RESALE

A ticket cannot be replaced if lost, stolen or destroyed and is valid only for the performance of the event occurring on the date and at the time. A ticket is not redeemable for cash. No tickets to an event may be resold within 500 feet from the physical structure of the venue where such an event is being presented under penalty of law. The unlawful sale or resale or attempted unlawful sale or resale of a ticket is grounds for seizure and cancellation without compensation. Tickets obtained from unauthorized sources may be invalid, lost, stolen or counterfeit and, if so, are void. If a venue has authority to set the maximum premium at which a ticket may be resold or offered for resale, such ticket may not be resold for an amount in excess of the face value of such ticket. Certain maximum resale premiums and restrictions may apply. No ticket may be used for advertising, promotion or other trade purposes without the written consent of issuer. Unauthorized use or duplication of a ticket, in whole or in part, is strictly prohibited.

## TRANSFER & RETURN POLICY

Tickets may be transferred to another date of that specific production. If you cannot attend any other date given, a refund will be issued. Tickets to certain attractions may not be refundable or exchangeable. Complimentary tickets are not exchangeable or redeemable for any benefit.

## REVOCABLE LICENSE/VENUE MAY REFUSE ADMISSION

Each ticket is a revocable license and admission may be refused upon refunding the purchase price appearing thereon. In addition, venue management reserves the right, without the refund of any portion of the ticket purchase price, to refuse admission to or eject any person whose conduct is deemed by management to be unsafe or disorderly, who uses inappropriate, vulgar or abusive language, who fails to comply with the venue's health and safety protocols or other policies, or who fails to comply with the terms and

conditions set forth herein or any other policy referred to herein or located at [www.theatreofdareobx.com](http://www.theatreofdareobx.com). Each person entering a venue and such person's belongings may be searched on entry or re-entry into such venue and by entering a venue, each holder of a ticket consents to such searches and waives any and all claims that may arise with respect to such searches. If an individual elects not to consent to such searches, such individual may be denied entry to a venue without refund or other compensation.

## RECORDING OF THE EVENT PROHIBITED

Holder of a ticket agrees not to transmit or aid in transmitting any description, account, picture or reproduction of all or any part of any event in a venue. Breach of the foregoing will automatically terminate the license under each ticket held by such holder.

LATECOMERS WILL BE SEATED AT THE DISCRETION OF MANAGEMENT. EVENT, DATE, TIME & PERFORMERS SUBJECT TO CHANGE.

## COVID SAFETY MEASURES

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Theatre of Dare is deeply committed to the health and safety of our audiences, performers, and staff. Among many enhancements, we have now created a contactless experience for guests entering the theatre, and established rigorous cleaning and sanitation protocols. Based on CDC and North Carolina state guidelines at the time of performance, protocols may include contact tracing survey, vaccination or negative test verification, limitations on belongings in the theatre, proper mask usage, contactless temperature check, social distancing, and more.

Specific health & safety protocols are subject to change but will be clearly communicated to ticket holders in advance of their performance. Ticket holders who do not comply with venue protocols will not be admitted.

## RELEASE & WAIVER OF LIABILITY AGREEMENT

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THIS RELEASE & WAIVER OF LIABILITY AGREEMENT (“AGREEMENT”) HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.

IN CONSIDERATION of being permitted to enter and remain at venue the Theatre of Dare operated in whole or in part by Theatre of Dare, Inc (each such venue, a “Venue”) and in addition to the agreement by each Holder (as defined below) to the terms and conditions set forth on each ticket purchased for an event occurring in the Venue (each such ticket, a “Ticket” and each such event, an “Event”), which Ticket is a revocable license that grants one-time entry into the Venue where the applicable Event is playing and a seat for the Event purchased, and such Holder’s agreement to be bound to all ticket terms and conditions, whether printed or displayed on a Ticket, the website for Theatre of Dare, or any other written communication from Theatre of Dare, which include the **Transfer and Return Policy** and the **COVID-19 Safety Measures**, such Holder, on behalf of such Holder and such Holder’s Related Persons (as defined below), hereby acknowledges and agrees to the terms and conditions set forth in this Agreement. “Holder” shall mean each of (a) a holder of a Ticket entering a Venue or seeking admittance to a Venue or who has spent any time in or on the premises of a Venue; (b) a holder of a Ticket who, whether voluntarily or involuntarily, does not enter a Venue, or who is denied admittance or access to a Venue; (c) a purchaser of a Ticket, regardless of the point of purchase for such Ticket (it being agreed that points

of purchase may include, but not be limited to, (i) primary ticket selling sites, (ii) secondary ticket selling sites, (iii) ticket outlets, and (iv) ticketing platforms operated by ticket brokers, ticket resellers, concierges, or group sales agents), and regardless of whether or not such purchaser actually enters a Venue or personally uses such Ticket; (d) an individual to whom a Ticket purchased by a purchaser described in the foregoing clause (c) is transferred (whether or not for consideration); and (e) an individual to whom a Ticket is issued (whether or not for consideration). “Related Persons” of a Holder shall mean, collectively, such Holder’s heirs, assigns, executors, administrators, and next of kin, and each individual attending an Event with such Holder, including, without limitation, any accompanying minors, each individual on whose behalf such Holder purchases any one or more Tickets or to whom such Holder sells or transfers any one or more Tickets, including any minors, and other persons acting or purporting to act on such Holder’s or any of the foregoing persons’ or entities’ behalf. Each Holder represents and warrants that such Holder has been authorized by each of such Holder’s Related Persons to act on such Related Person’s behalf for purposes of the releases and waivers set forth in this Agreement. Each Holder covenants and agrees that such Holder will notify each individual to whom such Holder sells or transfers a Ticket of the terms and conditions of this Agreement upon the sale or transfer of such Ticket, will notify each individual accompanying such Holder to any one or more Venues for an Event of the terms and conditions of this Agreement prior to such individual’s entrance into any Venue, and will notify each of such Holder’s other Related Persons of the terms and conditions of this Agreement prior to such Holder’s entrance into any Venue. THE TERMS AND CONDITIONS IN THIS AGREEMENT ARE IN ADDITION TO JUJAMCYN THEATERS’ **TICKET TERMS AND CONDITIONS**, **COVID-19 SAFETY MEASURES POLICY**, AND **TRANSFER AND RETURN POLICY**.

## 1. ACKNOWLEDGEMENTS OF COVID-19 & OTHER RISKS

Each Holder fully understands that: (a) the novel coronavirus SARS- CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “COVID-19”) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure

to COVID-19 in any place where people congregate; (b) no health and safety policies, assessments, screening measures, mitigation measures, cleaning procedures, precautions and/or protocols that will be implemented from time to time at and the Venue (collectively, the “Venue Protocols”) by local, state and/or federal governmental agencies, Theatre of Dare or its affiliates or licensees, (each of Theatre of Dares licensees and each producer or owner of an Event, shall be referred to in this Agreement as, a “Producer”), and/or third parties, can eliminate the presence of or the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Centers for Disease Control and Prevention (CDC) and other public health authorities, (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and (iii) contracting COVID-19 can result in the further transmission of COVID-19 to Holder’s spouse, family members, and other persons in proximity to Holder; and (d) exposure to COVID-19 can result in subsequent quarantine, isolation, illness, disability, short-term and/or long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.

## 2. ASSUMPTION OF RISKS, HAZARDS AND DANGERS

EACH HOLDER, ON BEHALF OF ITSELF AND EACH OF SUCH HOLDER’S RELATED PERSONS, HEREBY FULLY UNDERSTANDS AND KNOWINGLY, VOLUNTARILY AND IRREVOCABLY, ASSUMES ALL RISKS, HAZARDS AND DANGERS, HOWEVER CAUSED, RELATED TO ENTRY INTO, AND PRESENCE IN, AT AND AROUND THE VENUE, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES (INCLUDING, WITHOUT LIMITATION, COVID-19), VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSE THEREOF, SICKNESS, PERSONAL INJURY, DISABILITY, SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR

DEATH, AND WHICH RISKS, HAZARDS AND DANGERS MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF HOLDER, HOLDER'S RELATED PERSONS, ANY OF THE RELEASED PARTIES (AS DEFINED BELOW), OR OTHER THIRD PARTIES, AND MAY OCCUR OR ARISE BEFORE, DURING OR AFTER ANY ONE OR MORE EVENTS, AND INSIDE OR OUTSIDE OF A VENUE. HOLDER HEREBY ACCEPTS PERSONAL RESPONSIBILITY FOR ITS VOLUNTARY PARTICIPATION IN/AT ANY ONE OR MORE EVENTS. HOLDER HEREBY ASSUMES, ON BEHALF OF ITSELF AND HOLDER'S RELATED PERSONS, ALL AND SOLE RESPONSIBILITY OF CLAIMS AND POTENTIAL CLAIMS RELATING TO THE RISK, HAZARDS AND DANGERS DESCRIBED IN THIS AGREEMENT.

### 3. RELEASE, WAIVER & COVENANT NOT TO SUE

(a) EACH HOLDER, ON BEHALF OF ITSELF AND SUCH HOLDER'S RELATED PERSONS, HEREBY FULLY UNDERSTANDS AND KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASES, WAIVES, AND DISCHARGES (AND COVENANTS NOT TO SUE), EACH OF THE RELEASED PARTIES, HEREINAFTER DEFINED IN SECTION 3(b), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, AND/OR SUITS AT LAW OR IN EQUITY THAT SUCH HOLDER OR ANY OF SUCH HOLDER'S RELATED PERSONS MAY HAVE (OR HEREINAFTER ACCRUE), OR THAT ANY OTHER HOLDER OR SUCH OTHER HOLDER'S RELATED PARTIES MAY HAVE (OR HEREINAFTER ACCURE) AGAINST ANY ONE OR MORE OF THE RELEASED PARTIES, THAT ARISE FROM OR OUT OF, OR RELATE IN ANY WAY TO ANY OF THE RISKS, HAZARDS AND DANGERS DESCRIBED ABOVE IN SECTION 1 (ACKNOWLEDGEMENTS OF COVID-19 & OTHER RISKS) OR SECTION 2 (ASSUMPTION OF RISKS, HAZARDS AND DANGERS) OR THE IMPLEMENTATION OR APPLICATION OF THE VENUES PROTOCOLS (AS DEFINED IN SECTION 1 ABOVE), INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, AND/OR SUITS AT LAW OR IN EQUITY THAT ARISE OUT OF OR RELATE IN ANY WAY TO (I) A HOLDER'S EXPOSURE OR ALLEGED EXPOSURE TO COVID-19 OR THE ACTUAL OR ALLEGED CONTRACTING



OF COVID-19 BY A HOLDER; (II) ANY EXPOSURE OR ALLEGED EXPOSURE TO COVID-19 EXPERIENCED BY ANY RELATED PERSON OF A HOLDER, OR THE ACTUAL OR ALLEGED CONTRACTING OF COVID-19 BY ANY RELATED PERSON OF A HOLDER, (III) A HOLDER'S OR ANY OF SUCH HOLDER'S RELATED PERSONS' TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE VENUE AND/OR COMPLIANCE WITH ANY VENUE'S AND/OR PRODUCER'S POLICIES, PROCEDURES AND PROTOCOLS; OR (IV) ANY INTERACTION BETWEEN A HOLDER OR ANY RELATED PERSONS OF A HOLDER AND ANY PERSONNEL OF ANY OF THE RELEASED PARTIES PRESENT AT THE VENUE (INCLUDING, WITHOUT LIMITATION, EMPLOYEES OR OTHER PERSONNEL OF THEATRE OF DARE OR ANY PRODUCER) (ALL SUCH CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, AND/OR SUITS AT LAW OR IN EQUITY DESCRIBED ABOVE IN THIS SECTION 3(a) THAT A HOLDER OR ANY OF SUCH HOLDER'S RELATED PERSONS MAY HAVE (OR HEREINAFTER ACCRUE), OR THAT ANY OTHER HOLDER OR SUCH OTHER HOLDER'S RELATED PARTIES MAY HAVE (OR HEREINAFTER ACCURE) AGAINST ANY ONE OR MORE OF THE RELEASED PARTIES, HEREINAFTER, COLLECTIVELY, THE "CLAIMS"), IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE AND IN EACH CASE WHETHER THE ACTUAL OR ALLEGED CIRCUMSTANCES GIVING RISE TO ANY CLAIM OCCUR BEFORE, DURING OR AFTER ANY EVENT.

(b) THE "RELEASED PARTIES" ARE: (I) EACH OF THEATRE OF DARE, EACH PRODUCER, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT PARENTS, AFFILIATES, SUBSIDIARIES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OWNERS, PARTNERS, MEMBERS, MANAGERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS (AND ALL EMPLOYEES OF SUCH CONTRACTORS), OTHER PERSONNEL, VENDORS AND SERVICE PROVIDERS, AND EACH OF THE FOREGOING INDIVIDUALS' AND ENTITIES' RESPECTIVE SUCCESSORS AND ASSIGNS, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES; (II) EACH OF THE DIRECT AND INDIRECT OWNERS, LESSEES AND

SUBLESSEES OF EACH OF THEATRE OF DARE AND EACH PRODUCER; AND (III) EACH PARTY PROVIDING PRODUCTS OR PERFORMING SERVICES AT ANY ONE OR MORE VENUES OR IN CONNECTION WITH ANY ONE OR MORE EVENTS.

(c) DUE TO RAPIDLY CHANGING COVID-19 REGULATIONS AND RESTRICTIONS, THE VENUE'S COVID-19 REQUIREMENTS ARE SUBJECT TO CHANGE, AT ANY TIME AND WITHOUT NOTICE, TO COMPLY WITH FEDERAL, STATE AND LOCAL GOVERNMENTAL AND/OR HEALTH AUTHORITIES. EACH HOLDER ACKNOWLEDGES THAT IT IS SUCH HOLDER'S RESPONSIBILITY TO REVIEW AND CHECK THE LATEST SAFETY INFORMATION REGARDING COVID-19, INCLUDING, WITHOUT LIMITATION, INFORMATION PROVIDED BY THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), THE NORTH CAROLINA STATE DEPARTMENT OF HEALTH, THE DARE COUNTY DEPARTMENT OF HEALTH, AND THE GOVERNMENTAL AND HEALTH AUTHORITIES OF THE JURISDICTIONS IN WHICH SUCH HOLDER RESIDES AND/OR FROM OR TO WHICH SUCH HOLDER MAY BE TRAVELING.

EACH HOLDER RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO SUE THE RELEASED PARTIES IN RESPECT OF ANY CLAIM (AS DEFINED IN SECTION 3(a) ABOVE) ARISING OUT OF ANY CHANGE IN FEDERAL, STATE, OR LOCAL GOVERNMENTAL AND/OR HEALTH AUTHORITIES' REQUIREMENTS, AS ENFORCED BY ANY ONE OR MORE OF THE RELEASED PARTIES, EITHER RETROACTIVELY OR PROSPECTIVELY.

#### 4. GOVERNING LAW

Each Holder hereby understands and agrees that this Agreement is subject to and will be construed in accordance with the laws of the State of North Carolina, without regard to choice or conflict of law provisions.

## 5. CLASS ACTION WAIVER

Each Holder hereby agrees that any and all disputes, including any Claims (as defined in Section 3(a) above) made by such Holder or by any of such Holder's Related Persons against any of the Released Parties must be arbitrated on an individual basis only. Each Holder hereby waives any right to litigate or arbitrate any Claim (as defined in Section 3(a) above) as a class action, representative action or class arbitration against any one or more of the Released Parties.

## 7. SEVERABILITY

Holder hereby agrees that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

## **COVID-19**

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### WHAT HEALTH & SAFETY PROTOCOLS WILL BE IN PLACE?

Theatre of Dare is deeply committed to the health and safety of our audiences, performers, and staff. Among many enhancements, we have now created a contactless experience for guests entering the theatre, and established rigorous cleaning and sanitation protocols. Based on CDC and North Carolina state guidelines at the time of performance, protocols may include contact tracing survey, vaccination or negative test verification, limitations on belongings in the theatre, proper mask usage, contactless temperature check, social distancing, and more

## WHAT IS YOUR CURRENT VACCINATION POLICY?

The following policy applies to all ticket holders for performances through August 31, 2022.

### **VACCINE POLICY**

Ticket holders are urged to be fully vaccinated with an FDA or WHO authorized vaccine. While you will not be required to be vaccinated, it is strongly recommended.

## WHAT IS YOUR MASK POLICY?

All ticket holders, regardless of vaccination status, must properly wear a mask at all times except while actively eating or drinking when seated. All masks must completely cover the nose and mouth, and must comply with the [CDC guidelines for acceptable face coverings](#).

## IS THEATRE SEATING SOCIALLY DISTANT?

All theatre seating is not socially distant.

Specific health & safety protocols are subject to change but will be clearly communicated to ticket holders in advance of their performance. Ticket holders who do not comply with venue protocols will not be admitted. More details on our [Ticket Holder Terms & Conditions page](#).