

## **Ticket Terms and Conditions for EQUITANA USA (the “Event”)**

### **Holder’s Assumption of Risk**

Each holder (individually, a “Holder” and collectively, “Holders”) of a valid badge, ticket, wristband or other authorized means of entry (a “Badge”) to the Event assumes all risk incidental to participation in all activities, loss or damage to property at the Event.

### **Holder’s Release and Authorization**

Each Holder fully understands and acknowledges that (a) risks and dangers exist in attendance of the Event, including, but not limited to, falls, run/walk related injury, conditions of the trails, sidewalks, stadiums, roads and traffic risks, tractor / trailer accidents, contact with other attendees and participants, effects of weather, darkness and other variable lighting conditions, high-heat and/or humidity, and any other such risks, known and unknown; (b) attendance at the Event may result in my injury or illness including but not limited to bodily injury, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the management, employees, officers, agents, volunteers or sponsors of each of the Event, Reed Exhibitions, a division of RELX Inc. (“Management”), the Kentucky Horse Park, the Commonwealth of Kentucky, the City of Lexington, Kentucky (collectively, the “Released Parties”); the negligence of the other guests, the negligence of others, accidents, breaches of contract, the forces of nature or other causes, and that such risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by attending the Event, and participating in associated activities, Holder assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Released Parties, or by any other person

Holder hereby: (1) releases the Released Parties, each of their respective affiliates, employees, and agents, and such other parties as Management advises as additional insureds, in its sole discretion, from any and all liability for loss or damage to persons or property, infringement of any right, or any other claims or courses of action of any kind arising from or relating to Holder’s attendance of, and/or participation in, the Event; (2) authorizes and permits the Event and Management and its designees, which include but are not limited to all sponsors, exhibitors and contractors, the use of his/her name, voice, likeness and all reproductions thereof by any means and in all media now and hereafter known for any and all purposes worldwide in perpetuity; (3) agrees to comply with all rules and regulations of the Event; (4) authorizes and permits the Event and Management to share Holder’s personal information, including but not limited to contact information, with such affiliated entities, exhibitors, vendors, contractors, and third parties (i) with which Holder scans their Badge at the Event or otherwise utilizes the on-site or web-enabled technologies, including but not limited to on-site Wi-Fi, on-site interactive kiosks, wearable beacon technology and/or RFID technology, and any mobile applications associated with the Event (the “Digital Technologies”), and/or (ii) which may offer products, services, and/or goods that may be of interest to Holder; (5) acknowledges and agrees that the Event and Management are not responsible for lost or stolen Badges or personal property; and (6) acknowledges that there will be live animals on-site at the Event and Holder shall behave in a respectful and reasonable manner when interacting with such live animals.

By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Holder’s registration for the Event, Holder thereby authorizes and permits the Event and Management to share Holder’s personal information, including but not limited to contact information, with such companies, organizations, and entities associated with such code.

**WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities. (Kentucky Farm Animal Activity Liability Act, KRS 247.401 – 247.4029.).**

**No Disruptive Behavior**

the Event and Management reserve the right to deny entry or remove from the Event any person who in their sole and absolute discretion is behaving or threatening to behave in a manner which the Event and Management reasonably consider to be disruptive of the Event.

**No Resale of Badge Permitted**

The unauthorized resale of a Badge, attempted resale of a Badge, or unauthorized transfer of a Badge to a third-party are strictly prohibited and will constitute a forfeiture of the Badge without compensation. Each Badge may only be used by the same Holder for each day of the Event. The Event's operating hours, schedules, vendors and speakers are subject to change or cancellation without notice. Each Badge is a revocable license to attend the Event.

All the Event features and special events are subject to availability and access is not guaranteed. Certain the Event features or special events may require an additional fee and/or will only be available to designated type of Badges.

Holder acknowledges that there are hazards and risks of physical injury or illness to attendees of the Event and that not all such hazards or risks can be fully eliminated. By accepting this Badge and attending the Event, Holder freely and voluntarily agrees to assume the full risk of bodily injury or property damage, regardless of severity, or death that Holder may sustain as a result of attending the Event, whether or not caused by the negligence or gross negligence of Reed Exhibitions.

**Individuals under 18**

All attendees age 6 or older need a Badge in order to enter the Event. Please note, Management recommends that all individuals under the age of 18 attend with a parent or legal guardian, and all individuals under the age of 13 must be accompanied by a parent or legal guardian at all times at the Event.

Individuals under the age of 18 must obtain the permission of a parent or legal guardian before sending any information to the Event, entering any sweepstakes or contests at the Event, posting any information on [www.equitanausa.com](http://www.equitanausa.com) or related websites, or purchasing any goods online related to the Event. The submission of information to the Event or the purchase and/or use of a Badge to the Event is a representation and confirmation that you are age 18 or over or have obtained the consent of a parent or legal guardian. If you are the parent or legal guardian of an Event attendee that is under the age of 18, it is your responsibility to check the suitability of the Event for any individuals in your party regardless of official age restrictions.

the Event's Digital Technologies are neither directed at nor intended for use by individuals under the age of 13. Management does not knowingly collect Personal Information from individuals under the age of 13, and if Management becomes aware that it has inadvertently done so, Management will promptly delete such Personal Information. If you are under the age of 13, do not access or use the Digital Technologies unless under the supervision of a parent or legal guardian, and if you are under the age of

18, do not access or use the Digital Technologies without the express consent of a parent or legal guardian.

### **Cancellation Policy**

Registration Fees for the Event are non-refundable and non-transferable and cannot be reproduced, resold or upgraded. The Event and Management reserve the right to cancel the Event on limited or no notice, and in the event of such cancellation, Holder will not be entitled to a refund for any and all expenses associated with registration.

### **Visual/Audio/Image Release**

In exchange for the opportunity to register and attend the Event, each Holder hereby grants to Management, its employees, agents, and assignees, the absolute and irrevocable right and permission to photograph, film, reproduce, portray and/or otherwise exploit the name, voice, appearance, photograph, image and/or likeness of such Holder at the Event (collectively, "Likeness"), and to use the results and proceeds, without limitation, in materials produced by Management in any and all media, in perpetuity. Holder hereby waives any claim to compensation for use of such Likeness. Holder agrees that Management owns the images and all rights related to them. The images may be used by Management in any manner or media without notifying Holder, such as the Event website, publications, promotions, broadcasts, advertisements, and posters, for advertising or other related purposes. Holder waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them.

Holder releases Management and its employees, agents, and assignees, including any firm authorized to publish and/or distribute a finished product containing material produced by Management, from any claims, causes of action, damages or liability which Holder may ever have in connection with the use of or relating to the Likeness. Holder hereby waives any moral rights or "droits moral" Holder may have in the material produced by Management and/or the Likeness.

Holder, or, in the event Holder is under 18 years of age, the parent or guardian of one or more minor Holder who will be attending the Event (the "Parent"), has read and understood this appearance release and hereby expressly approves and consents to this release of the Likeness, affirms their right and authority to agree to the terms, and waives all obligations and rights which such individual may have in connection therewith. For good and valuable consideration, Parent hereby guarantees that the minor or minors shall not at any time disaffirm the release of the Likeness by reason of the minor's or minors' minority or otherwise and hereby agrees to indemnify Management from any loss arising from any claims made by or on behalf of the minors relating to this release of the Likeness.

### **Policies and Procedures**

Holder is required to behave in accordance with the policies and procedures each as set forth on the Event website and as may be updated from time to time (collectively, the "Event Policies"). Management reserves the right to deny entry or remove from the Event with no refund or compensation any person who, in Management's sole and absolute discretion, behaves or threatens to behave in a manner which is in violation of the Event Policies. The Event Policies apply to EVERYONE at the Event. Exhibitors, attendees, speakers, guests, professionals, media, staff, volunteers and security are all subject to the Event Policies. By using a Badge and attending the Event, Holder acknowledges and agrees that Holder has read and agrees to the Event Policies.

### **COVID-19 Warning**

An inherent risk of exposure to COVID-19 exists in any public place where people are present. According to the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>), senior citizens and those with underlying medical conditions are especially vulnerable. Holder must follow all posted instructions while attending the Event. By participating in the Event, Holder voluntarily assume all risks related to exposure to COVID-19.

### **Acknowledgement**

All Holders must read, understand and agree to the terms and conditions stated herein and agree that these terms shall be construed by and governed in accordance with the laws of the State of New York and that, with respect to any dispute arising from these terms, sole and exclusive jurisdiction and venue shall lie with the state and federal courts located in the County of New York, State of New York. For the avoidance of doubt, registration, purchase or use of a Badge shall be considered acknowledgement of, and agreement to, these terms and conditions.

I authorize Reed Exhibitions, or its designees, to charge the amount specified above to the designated credit card.

By submitting your information, you agree to the [Privacy Policy](http://privacy.reedexpo.com/en-us.html) (<http://privacy.reedexpo.com/en-us.html>). To change your communication preferences, visit our [communication center](https://www.recusprivacy.com/) at any time (<https://www.recusprivacy.com/>).