

**TERMS AND CONDITIONS
OF
ADMISSION TO
VILAR PERFORMING ARTS CENTER EVENTS**

The following are the terms and conditions of admission to events at the Vilar Performing Arts Center. In consideration for the opportunity to attend an event, and by entering the premises, each entrant agrees to such terms and conditions, which apply regardless of the form of any ticket or other invitation to an event, or where or by whom such ticket or invitation is held, stored or displayed.

RULES, INSTRUCTIONS AND DIRECTIONS: The individual ("Attendee") admitted to the Vilar Performing Arts Center ("VPAC"), and any minor(s) accompanying Attendee, must follow all rules and policies of the VPAC, and all posted and/or verbal directions and instructions of VPAC staff, while present on the VPAC premises. See <https://vilarpac.org/the-venue/venue-policies/> for certain VPAC policies. Failure to abide by VPAC rules, policies, instructions and directions may result in removal from the premises and revocation of any ticket or invitation without refund.

COVID-19 WARNING: COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. ATTENDEE ON THEIR BEHALF AND ON BEHALF OF ANY ACCOMPANYING MINOR(S) AGREES TO (1) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (2) COMPLY WITH ALL RELATED HEALTH AND SAFETY POLICIES OF VPAC.

WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION: In exchange for admission to the VPAC premises, Attendee hereby forever and irrevocably releases and discharges Vilar Center Arts Foundation; Vail Valley Foundation; Beaver Creek Resort Company of Colorado; any individuals or entities associated in any capacity with the event or activities at the VPAC (including, without limitation, staff, officials, performers, sponsors, advertisers, promoters, suppliers, vendors and contractors); the parents, subsidiaries and affiliates of each of the foregoing; other VPAC event attendees; and all of their respective owners, directors, officers, volunteers, employees, agents, contractors, representatives and insurers; and the successors and assigns of each of them (each a "Releasee" herein), to the fullest extent permitted by law, from any and all liabilities, claims, demands, losses, damages, injuries (including injury, illness or death), costs or expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to Attendee's (or any accompanying minor's) attendance at the VPAC premises; attendance at, observation of and/or participation in any event at the VPAC premises; or any related activities; including, without limitation, Losses related in any manner to COVID-19 or the negligence of any Releasee. In further exchange for admission to the VPAC premises, Attendee (1) covenants not to sue (or assist any person in suing) any Releasee regarding any matter released above, and (2) agrees to indemnify and hold harmless any and all Releasees from and against any and all Losses related to any of the foregoing, or any acts or omissions of Attendee (or any accompanying minor(s)).

MINOR ATTENDEES: If Attendee is accompanied by any minor to the VPAC premises, by allowing the minor(s) to accompany attendee, Attendee makes and agrees to all the foregoing assumptions, releases, indemnifications and agreements on behalf of such minor(s). If Attendee does not wish to or is not authorized to make such assumptions, releases, indemnifications and other agreements on behalf of the accompanied minor(s), Attendee should not allow the minor to enter the VPAC premises.