



Workshop Terms & Conditions of Participation

RULES of PARTICIPATION

Participants will be required to properly wear a mask (covering the mouth and nose) at all times unless actively eating or drinking and will be asked to leave if ignoring this rule.

Every effort will be made to keep at least a chair's spacing between your group and the next, and ideally a 6ft distance, but you may be seated across the table from someone not in your group. Please note if your group would like to be seated at a separate table and we'll try to accommodate (pending layout, group size, and availability). Please see the Covid-19 statement below for full information.

Contactless temperatures will be taken the day of class and Participants must answer the following screening questions relating to their health / symptoms and those in their household. Anyone with a temperature over 100.5* or with symptoms indicating a possible Covid-19 infection will not be allowed to participate.

In the last 14 days, have you or anyone in your household experienced the following:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The minimum age for participation in this class is 12 years old. If the Participant is between the ages of 12-18, a parent or guardian must attend the class with the Participant and sign the form(s) on their behalf.

Vivid Events must have a signed Event Participation & Booking Form on file for each Participant by the start of class time, as well as a signed (paper) Covid-19 Symptom Screening Form completed upon arrival. No refunds will be given for declining to submit such forms and participation will be denied so as to help protect the health and safety of other participants.

Only polite conversation and adult behavior will be tolerated, as we're all here to have fun and decompress!

TERMS, CONDITIONS, and CANCELLATION

The minimum class size is 4 participants, and failure to meet that number will result in a class date rescheduled for the future where the participation fee will be carried over to the future date. The maximum class size for this date is *up to* 10 participants, based on group division, so that social distancing may be enacted between groups registering together. Class registration may be closed at any time once the maximum size has been reached, so please secure your space early!

In the case that the Participant requests to cancel or change their attendance to a future date, Vivid Events will make every effort to accommodate the Participant's request as dictated by the class calendar but cannot guarantee same. Notice must be given in writing – either by text message or email to the contact info below, and a receipt response will be sent – no less than 36 hours before class. With this proper notice, a 50% refund will be given to the Participant within 10 business days, with the remainder of monies paid being withheld as liquidated damages to Vivid Events for the cost of participant space, class materials, and instructor's time. The Participant may then sign up for a future class if desired and will need to complete an updated Event Participation & Booking Form which is required for participation.

If you are denied participation based on a high body temperature or a positive symptom check for yourself or your household members, you will be able to reschedule at an available later date without financial penalty, or refunded in full if no future dates will be scheduled by the instructor.

No refunds will be given if you are asked to leave because you've broken the listed rules of participation.

FORCE MAJEURE: If for any reason beyond its control, including but not limited to: strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, weather emergencies to include the coastal threat of hurricanes, commodities or supplies, major illness, to include pandemic or epidemic or quarantine, acts of war or terrorism, governmental acts or omissions, changes in law or regulations, natural catastrophe or acts of God, Vivid Events is delayed in or not able to perform its obligations under this agreement, such non-performance is excused and Vivid Events may terminate this agreement without further liability of any nature to the Participant. For the avoidance of doubt, Force majeure shall not include (a) financial distress not the inability of either party to make a profit or avoid financial loss, or (b) changes in market price or conditions of supplies listed in event description.

GENERAL LIABILITY WAIVERS

Participant agrees that Vivid Events may use any images, digital or print, from the event for Company's portfolio, advertising, website, blog and magazine submissions and any other means of promotion of Company. Vivid Events is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Participants, their heirs, representatives, executors, administrators, event guests, or any other persons acting on Participant's behalf or on behalf of the Participant's estates have or may have by reason of this authorization.

Vivid Events does not have a license to sell, purchase, or transport alcohol, but recognizes that Participant may legally consume purchased alcohol on the premises if authorized by the venue. If the Participant chooses to consume said alcohol sold by the venue, the Participant



Terms & Conditions, cont'd...

will be liable for any and every lawsuit, legal occurrence, or claims resulting from the alcohol served or consumed. Vivid Events reserves the right to ask the bartender not to serve any Participant that has, in their opinion, consumed too much alcohol or is at risk for safety of themselves or others, whether or not beverage services are provided through Vivid Events. Participant is also advised that Vivid Events upholds both venue and legal regulations for food and beverage service, alcohol included, and will assist with any venue and their legal limits for service.

Vivid Events property, whether physical, prepared, and/or intellectual, used outside the scope of this contract when complete and valid, constitutes theft of services. All designs, logos, plans, and logistics are hereby presented as the exclusive product of Vivid Events, and any unauthorized use without explicit permission, or misappropriation or conversion of the same, constitutes violation of federal copyright law and other applicable state laws. Participant may not use, directly or indirectly disclose, communicate, or divulge to any person, or use for his/her own benefit or the benefit of any other person or organization, any order, design, likeness, confidential, or proprietary knowledge or information concerning the conduct or details of Vivid Events business, classes or events, or the business of partners/parties involved, including without limitation, names of customers, details of contracts, technical know-how, methods of operation or communication, marketing methods, software applications, trade secrets, class outline and procedure, pricing or other policies, prospects, management, designs, or event production details, the duration of which is in perpetuity. Participant acknowledges that a breach will result in irreparable harm to Vivid Events, for which Vivid Events may be entitled to seek injunctive relief and/or compensation, in addition to implementing all other rights and remedies that Vivid Events may have at law or in equity, all of which are expressly reserved.

The Participant agrees to indemnify and hold Vivid Events and its owners, directors, managers, agents, and employees harmless of all damages, losses, causes of actions, costs, and expenses, including reasonable attorney's fees actually incurred, whether the same be incurred as a result of investigation, defense, or prosecution of any claim or cause of action, or any other loss, arising from or in connection with this Agreement, including Participant's referred use of any facilities, equipment, or premises of vendor associated with the event. Further, Participant hereby fully releases and forever discharges Vivid Events and its owners, directors, managers, agents, and employees from any and all claims, demands, liabilities, actions, damages, causes of action, and cost and expenses (including, without limitation, court costs and reasonable attorney's fees) arising from or in connection with this Agreement, including Participant's referred use of and facilities, equipment, or premises of vendor associated with the event.

Vivid Events bears no liability, responsibility, or joint venture with respect to any venue management or use, food or alcohol purchased or consumed, inedible purchases, or outside items brought in by Participant. Company is not responsible for warning Participant about such risks of participation in the class, including but not limited to Participant's response to food or plant allergies, choking hazards, injury relating to glass or exposure to glue or hot surfaces, other potentially dangerous items, etc, including claims made as a result of display or use of the product once removed from the class setting, and Participant agrees to indemnify Vivid Events against any direct or Third Party claims for such.

COVID-19 ACKNOWLEDGEMENT

An inherent risk of exposure to Covid-19 exists in any public or private place where people are present. Covid-19 is an extremely contagious disease that can lead to severe illness and death. By participating in this event, you voluntarily assume all risks related to exposure to Covid-19 and waive liability or claims against Vivid Events, including those made by others for you or on your behalf, for exposure, illness, and death resulting from or related to Covid-19. Please visit [CDC.gov](https://www.cdc.gov) for information on symptoms, testing, prevention, and how to keep safe.

AGREEMENT

This agreement is made as of this day in 2021, by and between Vivid Events LLC, whose business address is 305 Johnston St, Savannah, GA 31405, email is Sara@Vivid-Event.com, and phone number is 912-401-4560, (herein referred to as "Vivid Events" or "Company") the individual identified by form submission, (herein referred to as "Participant").

Participant agrees to pay the listed fee(s) for contracted services or products provided by Vivid Events, including all federal, state, and county taxes applicable to the event, and agree to the Event Participation & Booking Form's conditions listed herein.

Participation is confirmed and considered binding once Vivid Events has received a signed Event Participation & Booking Form (whether digital or paper submission) and a non-refundable participation fee, payable either directly through this website or collected in-person by 828 Market on Main. Vivid Events reserves the right to terminate this agreement with immediate notice if the Participant is in breach of this Agreement, with any non-refundable payments forfeited at the discretion of Company.

This Agreement shall be governed and construed according to the laws of the State of North Carolina. The provisions of this Agreement are intended to be independent. In the event that any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unforeseeable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement. All notices or communications required or given hereunder shall be in writing. By executing their digital signature herein, each party warrants and represents that it is duly authorized by and has the authority to bind the entity it represents.

I, the identified Participant, attest that I have filled out the above form truthfully and to the best of my knowledge. I agree to the terms and conditions of participation listed herein and attest that my digital signature on the Event Participation & Booking Form is synonymous with a handwritten signature.