



### Terms and Conditions

Please read carefully and submit only when fully understanding.

The terms "we", "us", "our", and "WVSF" refer to West Virginia Strawberry Festival, Inc. WVSF offers this event, website, and other associated items, including all information, tools and services available to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

WVSF operates in conjunction with World Association of Marching Show Bands (WAMSB) who is binded to all conditions covered in this agreement pertaining to participants of associated events.

#### **SECTION 1 - RIGHT TO DENY/REMOVE**

##### **All entries are subject to the approval of the WVSF and WAMSB**

Any entry not conforming to these terms and conditions, along with the attached rules and regulations will be eliminated from the Parade. Violations of any of the WVSF Rules or terms will disqualify the entry *immediately*, and may result in non-payment, voided contract and/or ban from future events.

WVSF reserves the right to deny requests to participate in events, or to remove from the events any persons, displays, floats, vehicles, organizations or groups who are determined to be in any way non-compliant with the "spirit" of the event for any reason, including but not limited to behavior or displays which could be interpreted as a nuisance, offensive, inappropriate or out of character for a community oriented, family event. Any such decision of the Parade Committee or its representative is final and not eligible for appeal.

#### **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 4 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [info@wvstrawberryfestival.com](mailto:info@wvstrawberryfestival.com).

### **SECTION 5 - SMS, CALL AND EMAIL POLICY**

#### **Mobile Message Service Terms and Conditions**

To the extent permitted by applicable law, we may also modify these Contact Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to WVSF's SMS/text messaging/call/email service, you agree to receive recurring SMS/text message/call/email from and on behalf of WVSF through your provider to the information you provided, even if your information is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., emergency information, alerts, etc.). Promotional messages may include promotions, updates, and other marketing offers.

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any participation with WVSF. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging or other associated contact via your provided contact information imposed by your provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages or other contact, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to you, unless initiated by you. If you have subscribed to other WVSF mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. For Service support or assistance, email [info@wvstrawberryfestival.com](mailto:info@wvstrawberryfestival.com).

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

**SECTION 6 - RELEASE FROM LIABILITY:** WVSF, its shareholders, directors, officers, employees and affiliates, (collectively "WVSF" or "West Virginia Strawberry Festival") does not own or operate any entity which is to or does provide goods or services for your event including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional shops or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Passion Getaways is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, WVSF is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of WVSF. In addition, I release WVSF from its own negligence and assume all risk thereof.

**ASSUMPTION OF RISK:** I am aware that activity such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of WVSF, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating in the event. In order to partake of the enjoyment and excitement of this trip, I am willing to accept the risks and uncertainty involved as being an integral part of my participation. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of WVSF and agree to hold harmless and release WVSF from claims of third-party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this event

or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize West Virginia Strawberry Festival or my organization head or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent. Any costs associated will be incurred by myself/my organization solely.

**SECTION 7 - VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate in the event designated on this application and that I have read the description of the event as it appears in the current WVSF website relating to the event, together with all information contained in this application. I am voluntarily participating in this event with knowledge of the hazards involved.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Passion Getaways and agree of my own free will. By acknowledging, I agree to these Terms & Conditions and West Virginia Strawberry Festival's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my party and any minor children accompanying me.

**PHOTOGRAPHIC RELEASE:** WVSF may take photographs or video of its events and event participants grant WVSF permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

I understand and agree that such materials, including all negatives, positives, digital images, and prints shall become and remain the sole property of WVSF and I shall have no right or title to such items. I agree that WVSF does not owe me any compensation for the acts that I have consented to in this agreement. I further understand and agree that these materials may be kept on file and used by WVSF for potential future purposes and further agree to release the University from all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

**Liability Disclaimer:** The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Passion Getaways may make improvements or changes on this website at any time. In no event shall Passion Getaways be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this website, or for any information, products, and services obtained through this website, or otherwise arising out of the use of this website.