

***Motorcycle Charities Associates Fundraiser/Party at the Playboy Mansion
Waiver and Fee Agreement***

The following are terms and conditions of admission to ***Motorcycle Charities Associates' Fundraiser/Party at the Playboy Mansion***. Motorcycle Charities Associates (hereinafter MCA) will charge my Visa / Mastercard / Discover / American Express, credit card number ON FILE, Expiration date ON FILE, the amount of ON FILE, for admission into the Fundraiser/Party at the Playboy Mansion . I fully understand and accept this agreement all fees and sponsorships charged to my credit card are non-refundable. I further agree that I have read, understood and accept all terms below.

ALL ADMISSION FEES ARE 100% NON-REFUNDABLE

Terms and Conditions:

- 1) First Come, First Served. All admission to this event is on a first come first served basis.
- 2) No tickets will be issued or access provided to participant until MCA receives full payment.
- 3) No refunds. MCA is not liable for refunds under the following circumstances that are beyond our control: event postponement, rescheduling or time changes due to weather, nature, construction, or any other abnormal conditions or developments. MCA is not responsible for misplaced, lost or stolen tickets.
 - a. If event is canceled, a full refund will be issued. Attendee(s) may wish to have a credit valid for future events at the same venue. In the event MCA cannot produce a similar event of equal value, a full refund will be issued to attendee(s)
- 4) Tickets will be issued electronically (email confirmation) 48 to 96 hours after ordering and must be purchased by credit card, check or money order. If sending check or money order, please call 714-840-5200 to reserve your ticket – first come first serve. Each participant will receive a schedule shuttle time and scheduled shuttle. PARTICIPANTS ARE RESPONSIBLE TO ARRIVE ON TIME NO GUARANTEE ENTRY INTO MANSION IF LATE FOR YOUR SCHEDULED SHUTTLE TIME.
- 5) Hotel rooms are first come first serve, participants that purchased hotel rooms names will be at check in at the hotel. MCA will try to provide to the best of their ability the room of choice, but there is NO GUARANTEE.
- 6) Motorcycle Rentals are from Eagle Rider Motorcycle Rentals and all Waivers must be faxed directly the Eagle Rider Motorcycle prior to the Event. Eagle Rider Motorcycle Rentals will provide a shuttle to Eagle Rider Motorcycles, participants are responsible to arrive on time to catch the Eagle Rider Motorcycle Rental Shuttle, if you arrive late no guaranteed motorcycle rental.
- 7) MCA is acting as an independent intermediary for suppliers of goods and services, which are not directly supplied by this company; such as air transportation, motor coach/shuttle/limo transportation, rental cars, hotel accommodations, meals and tours. MCA shall not be responsible for actions, errors, omissions or negligence on the part of such suppliers, which result in any loss, damage, delay, injury or death to you, your travel companions or group members. We shall not be responsible for any loss, damage, delay, injury or death to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, or any other action, omission, error, condition or negligence outside of our control. In the event of cancellation or postponement of a certain event, MCA shall not be responsible for accommodations or transportation expenses incurred.
- 8) **Assumption of Risk.** Attendee(s) agrees and accepts any liability and assumption of risk for all accidents or injuries resulting from entrance to Fundraiser/Party at the Playboy Mansion, which may occur while on site for the event.
- 9) **Enforcement Fees and Costs.** Attendee shall immediately reimburse MCA for all fees and costs, including attorneys' and experts' fees and costs, incurred by MCA for enforcement of this Agreement or any of its terms, or the exercise of any rights or remedies hereunder and/or at law, in equity or otherwise, whether or not any action or proceeding is filed. All such fees and costs shall bear interest until paid at the legal rate of 10% under this Agreement.
- 10) **No Oral Waivers or Modifications.** No provision of this Agreement may be waived or modified orally, but only in writing signed by MCA.
- 11) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of California, without regard to conflict of law provisions.
- 12) **Venue; Submission to Jurisdiction.** Attendee(s) submit(s) to the jurisdiction of any state or federal court sitting in Los Angeles County California, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Attendee(s) waive(s) any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.
- 13) **Severability.** Every provision hereof is intended to be several. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions hereof, which shall remain binding and enforceable.
- 14) **Indemnification** (a) Attendee(s) agrees to indemnify, defend and hold MCA harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from services rendered under this Agreement or Attendee(s)'s breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of MCA, its employees, agents or independent contractors. (b) Attendee(s) agrees to indemnify, defend and hold MCA harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Attendee(s), or Attendee(s)'s breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of MCA, its employees, agents or independent contractors. (c) Notwithstanding anything to the contrary in this Agreement, MCA and Attendee(s) each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

WAIVER OF RIGHT OF TRIAL BY JURY. EACH ATTENDEE(S) AND MEMBER OF MCA (BY THEIR ACCEPTANCE OF THIS AGREEMENT) HEREBY VOLUNTARILY, KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE (INCLUDING BY WAY OF JURY TRIAL) IN RESOLVING ANY DISPUTE OR LITIGATION (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ATTENDEE(S) AND MCA ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR ACTIONS OF ATTENDEE(S) OR MCA RELATING TO THE AGREEMENT. THIS PROVISION AND THE WAIVER SET FORTH HEREIN ARE MATERIAL INDUCEMENTS TO MCA TO PROVIDE SERVICES DESCRIBED HEREIN.