

# Our Freedom: A Festival of Music & Movements

## Terms of Service

*Effective Date: July 11, 2026 | Last Updated: March 2026*

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### 1. Acceptance of Terms

By accessing or using the Our Freedom: A Festival of Music & Movements website (the "Website"), purchasing tickets, donating, or attending the festival event (the "Event"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you should not use the Website, purchase tickets, or attend the Event.

These Terms constitute a legally binding agreement between you and Our Freedom and all parties, organizers, producers, sponsors, vendors, volunteers, artists, performers, and affiliates associated with Our Freedom (collectively, "Our Freedom," "we," "us," or "our").

### 2. Event Attendance

#### 2.1 Assumption of Risk

By attending the Event, you voluntarily assume all risks associated with your attendance, including but not limited to risks of personal injury, illness, property damage, or death. You acknowledge that attendance at a live event involves inherent risks, including but not limited to exposure to loud music, crowded conditions, inclement weather, uneven surfaces, and the actions of other attendees.

**YOU EXPRESSLY AGREE THAT YOUR ATTENDANCE AT THE EVENT IS AT YOUR OWN RISK. Our Freedom, its organizers, producers, co-producers, sponsors, artists, performers, vendors, volunteers, venue operators, fiscal sponsors, and all affiliated parties shall not be liable for any injury, loss, damage, or expense arising from or related to your attendance at the Event, to the fullest extent permitted by law.**

#### 2.2 Release of Liability

By purchasing a ticket or attending the Event, you hereby release, waive, discharge, and covenant not to sue Our Freedom, its organizers, producers, co-producers, sponsors, fiscal sponsors (including Iglesia Del Evangelio Pleno De Miami Inc), artists, performers, vendors, volunteers, venue operators (including First Congregational Church of Oakland), and all affiliated individuals and entities from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by you, or to any property belonging to you, whether caused by the negligence of the released parties or otherwise, while participating in or attending the Event.

## **2.3 Event Changes and Cancellation**

Our Freedom reserves the right to change the Event schedule, lineup, venue, date, or any other aspect of the Event at any time without prior notice. Our Freedom is not responsible for any costs, expenses, or damages incurred by attendees as a result of such changes. In the event of cancellation, Our Freedom's sole obligation shall be limited to issuing a refund of the ticket purchase price, at our discretion.

## **2.4 Code of Conduct**

All attendees are expected to treat fellow attendees, artists, staff, and volunteers with respect and dignity. Our Freedom reserves the right to refuse entry or remove any attendee from the Event at any time, for any reason, without refund, including but not limited to disruptive, threatening, or inappropriate behavior.

# **3. Ticket Purchases**

## **3.1 No Refund Policy**

### **No Refunds.**

All ticket sales are final. Tickets are non-refundable and non-exchangeable under any circumstances, including but not limited to scheduling conflicts, travel issues, illness, or personal emergencies.

## **3.2 Event Changes**

Event programming, schedule, speakers, performers, and venue details are subject to change without prior notice. Such changes do not qualify for a refund.

## **3.3 Event Cancellation**

In the unlikely event that the festival is cancelled entirely by the organizers, ticket holders may be notified regarding any potential rescheduling or alternative arrangements at the sole discretion of the event organizers.

## **3.4 Ticket Transfer**

If you are unable to attend, you may transfer your ticket to another individual. The festival organizers are not responsible for facilitating ticket transfers.

## **3.5 Pricing and Availability**

Ticket prices and availability are subject to change without notice. Our Freedom makes no guarantee of ticket availability and reserves the right to limit the number of tickets purchased per person.

## **3.6 Agreement to Terms**

By completing your ticket purchase, you confirm that you have read and agree to this No Refund Policy. If you have any questions or concerns, please feel free to reach out to [ourfreedomfestival@gmail.com](mailto:ourfreedomfestival@gmail.com).

## 4. Donations

Donations made through the Website are processed through our fiscal sponsor, Iglesia Del Evangelio Pleno De Miami Inc, a 501(c)(3) tax-exempt organization. Donations are tax-deductible to the extent permitted by law. By making a donation, you acknowledge that Our Freedom and its fiscal sponsor retain full discretion over the use of donated funds in furtherance of the charitable mission. See the Charitable Solicitation Disclosures section of this document for additional information.

As a gesture of appreciation, donors contributing \$1,000 or more may receive a complimentary festival ticket. Any such ticket is a voluntary thank-you gift and not provided in exchange for your donation.

## 5. Website Use

### 5.1 Intellectual Property

All content on the Website, including but not limited to text, graphics, artwork, logos, images, and design elements, is the property of Our Freedom or its licensors and is protected by copyright, trademark, and other intellectual property laws. The festival artwork is created by Francis Mead and is used with permission exclusively for Our Freedom Festival. You may not reproduce, distribute, modify, or create derivative works from any content on the Website without prior written consent.

### 5.2 Third-Party Links and Services

The Website may contain links to third-party websites, including artist profiles, social media platforms, and external services. Our Freedom is not responsible for the content, privacy practices, or availability of any third-party websites or services. Your use of third-party services is subject to their respective terms and policies.

### 5.3 Accuracy of Information

While Our Freedom endeavors to keep all information on the Website accurate and up to date, we make no warranties or representations as to the accuracy, completeness, or reliability of any information presented. Information regarding the Event, including the schedule, lineup, and venue details, is subject to change without notice.

## 6. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR FREEDOM AND ALL PARTIES RELATED TO OUR FREEDOM, INCLUDING BUT NOT LIMITED TO ORGANIZERS, PRODUCERS, CO-PRODUCERS, SPONSORS, FISCAL SPONSORS, ARTISTS, PERFORMERS, VENDORS, VOLUNTEERS, VENUE OPERATORS, AND ALL AFFILIATED INDIVIDUALS AND ENTITIES, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO:**

(a) Your attendance at or participation in the Event; (b) Any injury, illness, death, or property damage sustained at the Event; (c) Any act or omission of any attendee, artist, vendor, or third party; (d) Any

cancellation, postponement, or modification of the Event; (e) Your use of or inability to use the Website; (f) Any errors, inaccuracies, or omissions in Website content; (g) Any unauthorized access to or alteration of your data or transmissions.

**THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF OUR FREEDOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

## 7. Indemnification

You agree to indemnify, defend, and hold harmless Our Freedom and all related parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your attendance at the Event, your use of the Website, your violation of these Terms, or your violation of any rights of any third party.

## 8. Photography and Recording

By attending the Event, you consent to being photographed, filmed, and/or recorded by Our Freedom or its authorized representatives. You grant Our Freedom a perpetual, royalty-free, worldwide license to use your likeness, image, voice, and any recordings in any media for promotional, educational, or charitable purposes.

## 9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the Event shall be resolved exclusively in the state or federal courts located in Alameda County, California. You consent to the personal jurisdiction of such courts.

## 10. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## 11. Changes to Terms

Our Freedom reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting to the Website. Your continued use of the Website or attendance at the Event constitutes acceptance of the modified Terms.

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# CHARITABLE SOLICITATION DISCLOSURES

## Organization Information

Iglesia Del Evangelio Pleno De Miami Inc is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, incorporated and registered in the State of Florida. Our Employer Identification Number (EIN) is 65-0851584. Iglesia Del Evangelio Pleno De Miami Inc operates as a fiscal sponsor, providing tax-deductible receipt capability to sponsored projects and their donors.

## Charitable Solicitation Disclosure

Charitable solicitations are regulated by individual states throughout the United States. Many states require charitable organizations to register with a designated state agency before soliciting contributions from residents of that state.

This solicitation is not intended to be directed at residents of any state in which Iglesia Del Evangelio Pleno De Miami Inc is not registered to solicit charitable contributions. If you are a resident of a state that requires charitable solicitation registration, we encourage you to verify our registration status in your state before making a contribution.

Iglesia Del Evangelio Pleno De Miami Inc does not knowingly solicit contributions from residents of states where such solicitation would be unlawful due to a failure to register. Nothing on this website or in any associated materials should be construed as an active solicitation directed at residents of states in which Iglesia Del Evangelio Pleno De Miami Inc has not registered to solicit charitable contributions.

## Registration Information

Iglesia Del Evangelio Pleno De Miami Inc is registered to solicit charitable contributions in the State of Florida. Registration with a state agency does not constitute or imply endorsement, approval, or recommendation by that state.

A copy of our current financial statement and registration filed with the applicable state agency is available upon request by contacting Iglesia Del Evangelio Pleno De Miami Inc directly. If your state requires specific disclosures or offers a registration lookup, we encourage you to contact your state's charity registration office for further information.

## Tax Deductibility of Contributions

Contributions made to Iglesia Del Evangelio Pleno De Miami Inc are tax-deductible to the fullest extent permitted by law. As a fiscal sponsor, Iglesia Del Evangelio Pleno De Miami Inc maintains legal control and discretion over the use of all donated funds in furtherance of its charitable mission. Tax receipts will be issued for all contributions received.

## **Fiscal Sponsorship**

Iglesia Del Evangelio Pleno De Miami Inc serves as a fiscal sponsor for certain projects and initiatives. As fiscal sponsor, Iglesia Del Evangelio Pleno De Miami Inc receives and administers charitable contributions on behalf of its sponsored projects. Donations made through this website are contributions to Iglesia Del Evangelio Pleno De Miami Inc and are subject to our sole discretion and control in accordance with our fiscal sponsorship agreements and IRS requirements.

## **Use of Donated Funds**

All contributions will be used for the charitable purposes described on this website unless otherwise specified by the donor. While Iglesia Del Evangelio Pleno De Miami Inc will honor donor intent to the extent possible, it retains full legal authority and discretion over the allocation and use of all funds received, consistent with its tax-exempt purpose and applicable law.

## **Contact Information**

For questions regarding these disclosures, our registration status in any particular state, or to request a copy of our financial statements, please contact:

### **Iglesia Del Evangelio Pleno De Miami Inc**

EIN: 65-0851584

18117 Biscayne Blvd, Suite #4985, Miami, FL 33160

info@iepmiami.org

For general inquiries: ourfreedomfestival@gmail.com