

2026 Turn It Upstream Music Festival Ticketing Terms & Conditions

Entry into and participation in the Turn It Upstream Music Festival (hereafter referred to as the "Festival"), produced by Nine Mile Run Watershed Association dba UpstreamPgh and its affiliated vendors, contractors, partners, employees, volunteers, or board members (collectively, "Producer", "we" or "us") on June 26, 2026 in Frick Park Hollow, Frick Park located in Pittsburgh, Pennsylvania (the "Venue") is contingent on complying with the following Terms and Conditions. Ticket purchasers (the "Purchaser") and ticket holders (the "Ticket Holder") agree to comply with any and all regulations, rules, terms, and conditions of Producer and the Festival. This includes but is not limited to terms outlined in this document.

The following terms and conditions (these "Terms and Conditions") apply to the Festival, ticket purchases, and Festival-related websites and web pages operated by Producer (the "Sites"). Through purchasing a ticket and/or attending the Festival, the Ticket Holder acknowledges that they have read these Terms and Conditions, understand their meanings and implications, and agree to be bound by them.

Purchaser(s) or Ticket Holder(s) (which may also be referred to as "You") are willing and voluntary attendees of the Festival that understand, acknowledge, and agree to the following:

Terms of Sale

Official Tickets are only available through the Producer's website via LGL Forms, with payment via Stripe. ALL SALES ARE FINAL AND NON-TRANSFERABLE. NO REFUNDS EXCEPT AS OTHERWISE DETAILED IN THESE TERMS AND CONDITIONS, NO EXCHANGES, NO RESALE, NOT REDEEMABLE FOR CASH AND TICKETS HAVE NO CASH VALUE. PURCHASERS ARE CAPPED AT 10 TICKETS PER PURCHASER. If a Purchaser wishes to purchase more than 10 tickets, please contact UpstreamPgh directly at info@upstreampgh.org.

Each ticket issued via a transaction initiated on the Festival's official ticketing website is subject to any and all terms imposed by Producer, including Producer's refund and Festival cancellation policies contained herein. Entry credentials, including wristbands (collectively, "tickets") will exclusively be sold through the Festival's official ticketing form and payment processor on its website (listed above) or otherwise be issued directly by the Producer before or at the Festival. Tickets grant the Ticket Holder conditional entry to the Festival that can be revoked at any time for any reason, including but not limited to, violation of these Terms and Conditions and the policies contained herein. Producer reserves the right to cancel any ticket purchase Producer reasonably believes, in its sole discretion, is for the purposes of resale or otherwise in violation of these Terms.

Because Producer uses a third-party payment processor, Stripe, Producer is not liable for any third-party payment issues. Potential purchasers or Purchaser(s) should contact Stripe for any

payment processing issues and Purchasers are responsible for providing accurate payment information. Producer is not liable for a ticket purchase not being processed. Potential Purchaser(s) should not refresh the site while a purchase is processing. Purchase is valid if a confirmation email is received.

No physical or electronic tickets will be issued for this event. All access to the festival will be granted via the Producer's official guest list at the check-in tent. Please keep your confirmation email as proof of purchase. Purchasers may buy tickets for multiple attendees under their ticket. Ticket Holders should show up with the entire party that they purchased tickets for if tickets are all under one Ticket Holder name. If someone in a party shows up without the main Ticket Holder, they must provide the Ticket Holder's full name as on the purchased ticket or ask the Ticket Holder to meet them at the entry.

TICKETS ARE FOR USE BY THE ORIGINAL AUTHORIZED PURCHASER AND THEIR INVITED GUEST(S) ONLY AND ARE NOT TRANSFERABLE. LIKewise, ALL TICKETS PROVIDED TO PERFORMING ARTISTS, PRODUCTION PERSONNEL, VENDORS, SPONSORS, AND OTHER GUESTS OF THE EVENT PRODUCER (EACH AN "AUTHORIZED RECIPIENT") ARE FOR USE BY THE AUTHORIZED RECIPIENT AND THEIR INVITED GUEST(S) ONLY, AND ARE NOT TRANSFERABLE BY THE AUTHORIZED RECIPIENT, THEIR INVITED GUEST(S), OR ANY OTHER PERSON.

Producer does not endorse any third-party sites to sell or resell tickets. Producer is not responsible for any purchases made on third party sites, any information or content about Festival contained on third-party sites, nor for the security of any information (including but not limited to credit card information, personal information) that Purchaser may provide to third party sites. Purchaser hereby waives any and all rights to file a claim against the Producer related to potential third-party sites and content. TICKETS OBTAINED FROM UNAUTHORIZED SOURCES ARE NOT VALID AND MAY BE COUNTERFEIT AND ARE WORTHLESS. PRODUCER RESERVES THE RIGHT TO REFUSE ENTRY TO THE FESTIVAL FOR ALL PERSONS ATTEMPTING TO PRESENT COUNTERFIT TICKETS OR ATTEMPTING TO IMPERSONATE A VALID PURCHASER OR TICKET HOLDER.

Tickets are only valid for the specific Festival for which they are issued. In order to be admitted to the Festival, each attendee must present to the venue at the appropriate time and provide a valid Ticket Holder name to Festival staff/ volunteers. Ticket Holders may be asked to provide valid government-issued photo ID to receive access to the Festival.

You must be 18 years of age to purchase tickets. The Producer reserves the right to request valid and legal photo ID before granting access to the Festival. Unsupervised individuals under 18 will NOT be granted festival access. A parent or guardian must purchase tickets for AND accompany individuals under 18, except for children 2 and under may attend for free and do not require a ticket. All minors must be accompanied by an adult at all times.

A Purchaser obtaining tickets or providing tickets to another person(s) acknowledges that they are acting as that person's agent in obtaining the tickets. Therefore, Purchaser agrees to these Terms and Conditions on behalf of any person Ticket Holder for whom Purchaser obtains tickets. It is the Purchaser's responsibility to notify subsequent Ticket Holder(s) of these Terms and Conditions. Ticket Holder agrees to these Terms and Conditions when accepting a ticket on behalf of themselves and their party.

Festival Changes & Refunds

All sales are final. FESTIVAL IS RAIN OR SHINE. If the Festival is rescheduled, the Ticket Holder has the right to use their ticket to attend the rescheduled date and time. If the Festival is cancelled, the Producer will publicize its policies and procedures regarding refunds after cancellation.

If a ticket was issued as a complimentary ticket, the ticket is not exchangeable or redeemable for future iterations of the Festival.

Festival date(s), time(s), vendor(s), and artist(s) are subject to change at Producer's discretion. Ticket Holders are not guaranteed to see any specific advertised act or artist.

Producer is not liable in the event an act of God, riots, civil disorder, period of national mourning, rebellion, bomb threat, public health threat, government shut down, or any natural disaster, other than non-catastrophic inclement weather, renders it impossible or impracticable for Producer to hold the Festival. Cancellation due to force majeure described above shall not be deemed a breach of contract and shall not give rise to any cause of action against Producer. Unless otherwise decided by Producer, tickets are non-refundable. Producer reserves all rights not expressly granted to the Ticket Holder by these terms.

To avoid doubt, changing, shortening, or postponing of Festival programming is not grounds for partial or full refund of any purchase.

Accidentally or erroneously purchased tickets will not automatically be granted refunds or exchanges. Please pay attention to Festival information and ticket descriptions and amounts before purchasing. All potential refunds or exchanges are at the discretion of the Producer and will be evaluated on a case-by-case basis.

Prohibited Items and Activities

The following are prohibited inside the Festival venue: outside beverages (Ticket Holders are permitted to bring empty water bottles to fill on site), weapons of any kind, including but not limited to firearms, projectile weapons, and ammunition; sharp objects; fireworks or other explosive and flammable materials of any kind; drugs or any substances classified as illegal by the local municipality, the Commonwealth of Pennsylvania, or the United States government; glass bottles or containers (including glass wine or beer bottles); video cameras; cameras with

detachable lenses; drones or the like; and any other item Management deems to be inappropriate for the Festival or that may present a potential safety risk.

Smoking of tobacco or other substances of any kind is not allowed in City of Pittsburgh parks. This includes electronic cigarettes or vaporizing devices.

Attendees are also prohibited from selling any unauthorized merchandise or setting up a table or booth for sale of products or services without permission from Producer, consuming alcoholic beverages under the age of 21, or engaging in any illegal activity or activity which Producer, in its sole discretion, believes threatens the safety or well-being of others. This provision does not limit Producer's discretion in revoking an attendee's license to the Festival for any reason.

Ticket Holder agrees to comply with all City of Pittsburgh, Commonwealth of Pennsylvania and/or federal government and/or Producer rules, including without limitation any rules that prohibit or limit illegal drugs, controlled substances, and other prohibited items from being brought into the Festival.

Conduct, Entry and Removal

Ticket Holders must be at least eighteen (18) years of age OR accompanied by a parent or guardian. PARENTS/GUARDIANS OF MINOR(S) ACKNOWLEDGE THAT THEY HAVE REVIEWED, UNDERSTOOD AND AGREED TO THESE TERMS (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED BOTH TO THEM AND THEIR MINOR CHILD/WARD). Valid photo identification may be required at the time of entry. Ticket Holder(s) may be refused entry for various reasons. Producer reserves the right to refuse admission to or remove from the Festival any person whose conduct is deemed by Producer, at Producer's sole discretion, to be undesirable. This includes but is not limited to disorderly or disruptive conduct, intoxication, violent or aggressive behavior, use of vulgar or abusive language toward Festival representatives or attendees, possession of prohibited items or failure to follow Festival rules and directions. Undesirable conduct of any of the types expressly listed automatically terminates Ticket Holder rights under this agreement. **No refunds, full or partial, will be offered to Ticket Holders ejected from or refused entry into the Festival.**

Ticket Holder consents that Ticket Holder and Ticket Holder's belongings may be searched for prohibited items at any point during the Festival. Ticket Holder waives any related Claims against the Producer and its affiliates related to searches and prohibited items. If the Ticket Holder elects not to consent to searches, the Ticket Holder can be denied entry into, or be removed from, the Festival.

Festival Intellectual Property

Ticket Holder acknowledges that all UpstreamPgh and Turn It Upstream Music Festival logos, symbols, and branding are owned by Producer. Producer has exclusive rights to license and enforce trademarks, copyrights, and other intellectual property owned or licensed by Producer,

including likenesses, drawings, and representations of the Festival (collectively, “Intellectual Property”).

Ticket Holder acknowledges that any use of Intellectual Property for commercial purposes by Ticket Holders requires prior written consent.

Consent to Capture Likeness

BY ATTENDING THE EVENT, YOU HEREBY IRREVOCABLY GRANT TO PRODUCER, AND ITS FUNDERS, CONTRACTORS, AGENTS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE MEMBERS, DESIGNEES, SUCCESSORS, ASSIGNS AND LICENSEES, THE RIGHT TO FILM AND OTHERWISE RECORD YOU AND USE YOUR NAME, IMAGE, LIKENESS, ACTIONS AND STATEMENTS IN ANY AND ALL MEDIA (INCLUDING, WITHOUT LIMITATION, LIVE OR RECORDED AUDIO, VIDEO, FILM, WEBCAST, STREAM OR OTHER TRANSMISSION, EXHIBITION, SIMULCAST OR REPRODUCTION MADE OF, OR AT, THE EVENT) FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, ADVERTISING AND PROMOTIONAL PURPOSES, GRANT REPORTING, AS WELL AS IN, ON OR IN CONNECTION WITH FUTURE EVENTS AND/OR OTHER EVENTS PRODUCED BY ANY OF THE ABOVE LISTED PERSONS OR ENTITIES AND HEREBY RELEASE PRODUCER AND ITS DESIGNEES, SUCCESSORS, ASSIGNS AND LICENSEES FROM ANY LIABILITY WITH RESPECT THERETO.

FURTHER, YOU UNDERSTAND THAT THIS IS A PUBLICLY TICKETED EVENT AND THEREFORE OTHERS MAY ALSO BE TAKING PHOTOS OR RECORDINGS AT THE EVENT AND THERE IS NOT A REASONABLE EXPECTATION OF PRIVACY. PRODUCER IS NOT LIABLE FOR CONTENT OR PHOTOS OR RECORDINGS TAKEN BY ATTENDEES/THIRD PARTIES.

Media Usage Rights Agreement

Ticket Holder grants Producer and their affiliates an irrevocable, non-exclusive, royalty-free license to use photos, videos, and audio recordings taken at the Festival by the Ticket Holder and displayed on public websites and/or on publicly accessible social media pages, and/or tagged with Festival-related hashtags or otherwise made available to Producer. Such rights include but are not limited to the right to use Ticket Holder photos, videos, and audio recordings, in whole or in part, for the development, production, or dissemination of marketing, advertising, promotion and/or publicity in connection with the Producer or the Festival. Ticket Holder waives any right to inspect or to approve any resulting media. Ticket Holder also releases and holds harmless the Producer and its affiliates and agrees to file no claims arising out of or in connection with such use. This includes but is not limited to claims for invasion of privacy, infringement of Ticket Holder’s right of publicity, defamation (including libel and slander), and any other personal or property rights.

Unless contracted or approved by Producer, commercial photography is not permitted.

Medical Considerations

Ticket Holder understands and agrees that Producer is not obligated and has no duty to provide medical services at the Festival. In the event of an accident, injury or illness during the Festival whereby Ticket Holder is unable to provide actual consent, Ticket Holder hereby consents to receive medical treatment considered advisable by emergency or on-site medical personnel at their discretion. Ticket Holder agrees to hold harmless and file no claims against the Producer, its affiliates, and all persons participating in any such medical treatment.

Release of Liability

YOU ACKNOWLEDGE AND AGREE THAT BY PURCHASING A TICKET TO THE FESTIVAL AND/OR ATTENDING THE FESTIVAL AND/OR USING ANY CORRESPONDING AMENITY, YOU MAY BE ENGAGING IN ACTIVITIES THAT MAY INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, PROPERTY LOSS AND SEVERE SOCIAL AND ECONOMIC LOSSES. THESE RISKS INCLUDE, WITHOUT LIMITATION, THOSE CAUSED BY OR IN CONNECTION WITH: (A) THE ACTIONS, INACTIONS OR NEGLIGENCE OF A THIRD PARTY, AND PARTICIPANTS, VOLUNTEERS, PERFORMERS, GUESTS AND SPECTATORS AT THE FESTIVAL; (B) CONDITIONS OF THE VENUE OR EQUIPMENT USED; (C) TEMPERATURE AND/OR WEATHER; (D) CONDITION OF OTHER PARTICIPANTS OR GUESTS; (E) VEHICULAR TRAFFIC; (F) OFFENSIVE LANGUAGE OR OTHER VULGAR OR OBSCENE MATERIAL OR ACTIONS; AND (G) OTHER RISKS THAT ARE NOT KNOWN OR FORESEEABLE AT THIS TIME.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN WHOLE OR IN PART, THE PRODUCER, VENUE OWNER, SPONSORS, ARTISTS, AND TICKETING PROVIDER NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, AND/OR ITS OTHER REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") WILL BE LIABLE FOR, AND YOU HEREBY RELEASE THE RELEASEES FROM AND AGREE NOT TO SEEK ANY CLAIM AND/OR RELIEF (INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF) INVOLVING, LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR PRODUCTS, GOODS AND/OR SERVICES OFFERED AT OR IN CONNECTION WITH THE FESTIVAL, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE).

IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF

THE RELEASEES FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, DIRECTLY TO PRODUCER FOR THE EVENT.

ALL THIRD PARTIES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF PRODUCER. PRODUCER IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

PRODUCER HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

Indemnification

Ticket Holder expressly agrees to protect, defend, indemnify, and hold Producer and its board, employees, contractors, agents, and affiliates harmless ("indemnify" meaning protect by reimbursement or payment, including attorney's fees and expenses) with respect to any and all Claims brought by or on behalf of Ticket Holder, Ticket Holder's estate, heirs, assigns, beneficiaries, spouse or partner, family members, or any other person, for any injury, damage, death, or other loss in any way connected with the risks listed herein or attendance at or participation in the Festival, including without limitation the venue or premises, without limit and without regard to the cause or causes or negligence, whether passive or active, of Producer and its affiliates, and/or any breach of any legal duty. This release and indemnity section includes, but is not limited to: third party claims, claims for personal injury or wrongful death (including claims related to emergency, medical, drug, and/or health issues, response, assessment, or treatment), loss of consortium, breach of contract, or any other claim, including claims resulting from the negligence of Producer, whether passive or active, related to the Festival.

Disclaimer

ALL PRODUCTS, GOODS, AND SERVICES IN CONNECTION WITH THE FESTIVAL ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

PRODUCER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

FURTHERMORE, PRODUCER IS NOT LIABLE FOR ANY LOST, DAMAGED, OR STOLEN PROPERTY. ATTENDEES OF THE FESTIVAL BRING ANY ITEMS TO THE FESTIVAL AT THEIR OWN RISK.

Other Festival Terms; Changes to these Terms

Ticket Holder acknowledges and understands that the purchase of tickets and attendance at the Festival is subject to any additional terms and conditions that can be found on the Festival's webpage or communicated by Producer.

By purchasing a ticket or attending the Festival, Ticket Holder acknowledges having read such additional terms and conditions and agrees to be bound by them.

Ticket Holder further understands that these Terms and Conditions may be changed by Producer prior to the Festival. Revised Terms and Conditions will apply to the Ticket Holder. Ticket Holder's attendance at the Festival signifies Ticket Holder's binding agreement to the Terms and Conditions in effect at the time of Ticket Holder's entry to the Festival.

Consent to Electronic Communication

Ticket Holder agrees that we may provide electronically any and all communications concerning the Festival or admission, including disclosures required by federal or state law. Ticket Holder's consent applies not only to the Festival and the tickets but also to any ancillary agreement related to these and to any future tickets obtained through us. Ticket Holder is responsible for providing accurate contact information when purchasing a ticket.

Final Agreement

These Terms and Conditions shall be governed by and enforced according to the laws of the Commonwealth of Pennsylvania. Ticket Holder understands that any claim or dispute arising out of or in connection with these Terms and Conditions must be brought exclusively in the federal or state courts located in Pennsylvania, and Ticket Holder will submit to the personal jurisdiction of such courts in Allegheny County for the purpose of litigating all such claims or disputes.

These Terms and Conditions contain the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings between the parties, whether oral, written, electronic or implied.

These Terms and Conditions (including, without limitation, any and all waivers, releases, and agreements to indemnify contained herein) are intended to be interpreted and enforced to the fullest extent allowed by law. If any provision of these Terms and Conditions is held invalid or unenforceable under any circumstance, its application in any other circumstances and the

remaining provisions shall not be affected and will continue in full force and effect. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law. The heading at the beginning of each section is for reference purposes and no way defines the scope or extent of each section.

Ticket Holder acknowledges Ticket Holder has read and fully understands these terms and conditions, release of liability, and other information herein regarding the Festival and Producer. Ticket holder understands that Ticket Holder has released certain rights and does so knowingly and voluntarily without any inducement or duress.

Terms last updated April 2026