

RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate in and attend the 2020 IgNight Flow Arts Retreat event (the "Event" or the " IgNight Retreat"), I agree to comply with any and all rules, regulations, terms and conditions of the IgNight Retreat, including but not limited to the following:

1. I certify that I am physically able to participate in the IgNight Retreat and in any activity or performance associated with it, and have not been advised otherwise by a qualified medical professional.
2. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of the organizers of the IgNight Retreat, i.e., its officers, directors, employees, agents, representatives and volunteers (collectively, "IgNight Flow Arts"), and participants, volunteers and spectators; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. IgNight Retreat takes place in natural environment which may contain hazards, either man made or natural. The nature of the event is such that potentially hazardous items, art, equipment performances, vehicles, or other things or occurrences will be present at the event, and it is expressly for the purpose of engaging with these things and activities that I enter the event.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING THE 2020 IGNIGHT RETREAT EVENT AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD IGNIGHT FLOW ARTS HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF IGNIGHT FLOW ARTS, OR BY THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

3. I understand that during the IgNight Retreat, art installations, theme camps, vehicles, events and performances will be held and/or on display and I understand that most of these activities are not owned or operated by IgNight Flow Arts, and I assume all risks of injury or death arising from their operation and from my participation in any of these activities.

4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue IgNight Flow Arts, its officers, directors, members, employees, volunteers, representatives, agents, contractors and subcontractors, and other participants, sponsors, affiliates, and if applicable, owners and lessors of equipment and premises used to conduct the IgNight Retreat or related activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in the IgNight Retreat Event, including any programs, events or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property, including, but not limited to, the negligence of IgNight Flow Arts, it's staff, employees, volunteers, medical and security personnel. However, if IgNight Flow Arts files a claim against me, I may file a counterclaim related to the same facts and circumstances.

I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities and expenses relating to,

resulting from or arising out of my participation in the Retreat Event, including in any program, event or activity at the Event.

I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. I understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity. I agree that such expressive activity and dress is not indecent nor offensive to me, and that I have decided to attend the Event with full knowledge that such expressive activity and dress may occur.

6. I acknowledge that all vehicles including trucks, trailers and RVs entering IgNight Retreat are subject to search by Gate staff, for stowaways, dogs, guns, live plants and fireworks, or other prohibited items.

7. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release IgNight Retreat and all persons participating in any such medical treatment from all responsibility for any such actions.

8. In the event I am obtaining tickets for or I provide any tickets to any other person or persons, I recognize that I am acting as that person's agent in obtaining the tickets, and due to this agency relationship I agree to these terms on behalf of any person to whom I deliver any of the tickets I purchase, and I shall notify any such person of these terms when I deliver a ticket to them.

9. I agree that IgNight Retreat is not liable for acts of God, the weather, strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets are nonrefundable even if the Event is terminated early or canceled, or entry conditions are modified, due to harsh weather, acts of nature, governmental regulation or conditions beyond IgNight Retreat's control.

10. I understand that: I must bring enough food, water, shelter and first aid to survive three days in a harsh desert environment; that firearms are prohibited, as well as fireworks, rockets and other explosives; that this is a LEAVE NO TRACE, pack it IN, pack it OUT event; and that I am asked to contribute 2 hours of volunteer time.

11. This ticket is a revocable license that may be revoked by IgNight Retreat for any reason, including, without limitation, assisting people with unauthorized or un-ticketed entry to the Event.

12. Refund and Cancellation Policy All sales are final. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

13. Entry Policy

The person whose name the tickets were purchased under must have valid picture identification when showing up at the event. No refunds will be processed for patrons who do not have valid identification. You are responsible for checking the age minimum for the event, and no refunds will be processed for participants who are denied entry due to not having valid identification that demonstrate they are 18 years or older, or if under 18 years old and not accompanied by a parent or legal guardian.

14. These Terms and Conditions may be changed by IgNight Flow Arts prior to the Event, and if so the revised Terms and Conditions in effect at the time you utilize your ticket for admission to the Event will apply to you.

15. Severability Should any provision or part of any provision of this agreement be found to be unenforceable or invalid, the remainder of this agreement shall still remain in force.

16. Mediation/Arbitration

Should any dispute related to this agreement arise, and the parties are unable to resolve it themselves, they hereby agree to enter into mediation before pursuing further legal action, unless both parties agree, in writing to waive such mediation. Should mediation be ineffective, or the parties agree to waive mediation, the parties hereby agree to waive their right to court action, and agree to enter into binding arbitration, in the County of Los Angeles, according to the rules of the American Arbitration Association.

Print Name

Signature

Date