

CONSTELLATION 2017 ACCIDENT WAIVER AND RELEASE OF LIABILITY

CONSTELLATION IS A MULTI-DAY, OUTDOOR EVENT THAT IS SUBJECT TO EXTREME OUTDOOR TEMPERATURES AND CONDITIONS. PLEASE TAKE THE TIME TO READ THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM CAREFULLY. BY ATTENDING THIS EVENT, YOU VOLUNTARILY ASSUME THE RISK OF SERIOUS BODILY INJURY OR DEATH. IF YOU DO NOT AGREE TO THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM AND DO NOT SUBMIT A SIGNED COPY OF THIS FORM TO THE CONSTELLATION TEAM, YOU WILL NOT BE PERMITTED TO ENTER CONSTELLATION.

Terms and Conditions. In exchange for the value and benefit of services received, including my participation in activities conducted by or on behalf of Playa del Fuego, Inc., a Maryland 501(c)3 nonprofit corporation having a mailing address of 8905 48th Avenue, College Park Maryland 20740 ("Playa del Fuego, Inc."), I hereby acknowledge and agree to be bound by all the terms set forth herein in this Accident Waiver and Release of Liability.

1. I acknowledge that Constellation is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, property loss, and serious social and economic losses. The risks include, but are not limited to: (a) those caused by the land, such as a creek and pond, insect or snake bites, uneven terrain, and/or disused railroad tracks; (b) lack of facilities; (c) temperature; (d) weather; (e) faulty or defective equipment; (f) vehicular traffic; (g) the actions, inactions or negligence of other people (including but not limited to, participants, volunteers, spectators, event coordinators, Playa del Fuego, Inc., Board members, and event producers/promoters); (h) hypothermia (rapid and medically serious loss of body temperature); (i) dehydration; (j) fire, including burning art and fire performances; (k) risks from projects brought by other participants, including but not limited to climbable art. These risks are not only inherent to participants in Constellation, but are also present for volunteers. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time.

2. I HEREBY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING CONSTELLATION. I REALIZE THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES BEING RELEASED, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED OR CONTROLLED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT. I HEREBY FOREVER RELEASE, DISCHARGE AND HOLD PLAYA DEL FUEGO, INC. HARMLESS FROM **ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF PLAYA DEL FUEGO, INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES, OR BY THIRD PARTIES**, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

3. I acknowledge that this Accident Waiver and Release of Liability form will be used by Playa del Fuego, Inc., sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at these events.

4. In further consideration of my permission to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
a) Waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or any other injuries or harms, foreseen or unforeseen, which may hereafter accrue to me as a result of my participation in Constellation, regardless of when they are discovered, the following parties: the Constellation Team, Playa del Fuego, Inc. and its officers, directors, members, employees, volunteers, representatives, agents, contractors and sub-contractors, and other participants, sponsors, advertisers, and, if applicable, owners and lessors of equipment and premises used to conduct Constellation.

I UNDERSTAND AND AGREE THAT THIS INCLUDES A WAIVER, RELEASE AND DISCHARGE OF ALL OF THE FOREGOING PARTIES FOR THEIR OWN NEGLIGENCE.

b) This waiver, release, and discharge shall also indemnify and hold harmless the Constellation Team, Playa del Fuego, Inc., its officers, directors, members, employees, volunteers, representatives, agents, contractors and sub-contractors, and other participants, sponsors, advertisers, and, if applicable, owners and lessors of equipment and premises used to conduct Constellation, from all liabilities or claims made by other individuals or entities as a result of my actions during this event, and/or the actions of any minors for which I am responsible.

5. **Food, Water, Shelter, Clothing, First Aid Not Provided by Constellation or Playa del Fuego, Inc.** I hereby acknowledge that the Constellation team and Playa del Fuego, Inc. are not responsible for providing food, water, shelter, clothing, medical care, or first aid at the Constellation event. I certify that I am not aware of any medical or health condition that would require me to receive medical care on the premises where Constellation is held (other than what I can and will provide for myself). By signing this Accident Waiver and Release of Liability Form, I certify that I have enough food, water, shelter, clothing, medications, and first aid materials to survive for the duration of the event in an outdoor environment. While individuals attending Constellation may in some cases volunteer to provide food, water, clothing or first aid to me, I understand that they are doing so on a limited, volunteer basis only, and that I cannot rely for my survival or comfort on such individuals.

6. **Burning Man not a Producer.** Neither Burning Man, LLC, nor Black Rock City, LLC, nor The Burning Man Project are a producer of, or responsible for, Constellation, and as such accept no liability for anything that takes place at Constellation.

7. **Use of Images and Likeness.** I understand that at Constellation, or related activities, I may be photographed. *I also understand that consent must be obtained for all photography, film, or video taken at the event. Any persons identifiable in the image, film, or video, must express consent to be photographed or filmed, and photographers must destroy any image or video at the subject's request, even if prior consent had been granted. I understand that it is prohibited to take any photos or videos in a camp or of a person that has posted a "No Photos" sign or at any event where a "No Photos" policy has been announced.* I understand and accept that no use of images, film, or video obtained at the event may be made without prior written permission from the Playa del Fuego, Inc., **AND THE WRITTEN PERMISSION OF ANY PERSONS IDENTIFIABLE IN THE IMAGES, FILM, OR VIDEO**, other than personal use. **Additionally, the event holders, producers, sponsors, organizers and/or assigns may not use any images, film, or video obtained at the event without prior WRITTEN PERMISSION OF ANY PERSONS IDENTIFIABLE IN THE IMAGES, FILM, OR VIDEO.** "Personal use" of images, film or video means to share with friends and family, to display on personal websites (as long as your website does not sell any other product or service, and as long as your website does not purport or appear to be an official website of Constellation or Playa del Fuego, Inc.), to display on photo sharing websites, and to display at art exhibits or similar exhibits. Social networking sites such as Flickr and Facebook are deemed "personal use" only if the display of the images, film or video on these sites are not used for the promotion or distribution of images with the intent to publicly display them beyond one's immediate network of friends and family members. I

further assign to Playa del Fuego, Inc. a joint ownership in the copyright for images obtained at the event so that in the event any third party displays or disseminates any of my images in a manner not authorized by this agreement, Playa del Fuego, Inc. can enforce against the third party any restrictions concerning use of the images, and I appoint Playa del Fuego, Inc. as my attorney-in-fact to execute any documents necessary to effectuate such assignment. Playa del Fuego, Inc. agrees that it will not utilize this joint ownership to enter into any licensing agreements for the images.

8. **Intellectual Property.** I acknowledge that the Constellation and Playa del Fuego names and logos are the property of Playa del Fuego, Inc. and I understand that the Playa del Fuego, Inc. organization controls all rights regarding the licensing and reproduction of any imagery recorded at the event. I agree that I will not use the mark or logo of Playa del Fuego or Constellation on any website (except for personal use, as described in Paragraph 7) or in any commercial manner, except for nominative or classic fair use.

9. **State and Local Laws.** I agree not to violate any federal, state, county, or local laws. I will not distribute or sell alcohol to minors or visibly impaired persons. Possession, use, or provision of illegal substances of any sort are also prohibited.

10. **Prohibited items.** Possession or use of weapons of any kind, including pellet guns, air guns, ammunition, and possession or use of explosives of any kind, including fireworks, are prohibited.

11. **Ticket is Revocable.** Each ticket to Constellation is a revocable license that may be revoked by the Constellation team and Playa del Fuego, Inc. for any reason. Playa del Fuego, Inc. is not is not liable for acts of God, or actions taken by government agencies. I understand that tickets are nonrefundable even if the event is terminated early or canceled due to weather, acts of nature, governmental regulation or conditions beyond Playa del Fuego Inc.'s control.

12. **Refund and Cancellation Policy.** All sales are final. No refunds or exchanges will be issued for any reason. Fees are non-refundable. Constellation is not responsible for any losses due to any personal decision to transfer your ticket to another individual.

13. **Choice of Law and Severability.** I understand and agree that this Accident Waiver and Release of Liability Form is governed by the laws of the State of Maryland and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Accident Waiver and Release of Liability Form is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

14. **Entire Agreement.** This Accident Waiver and Release of Liability Form contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Accident Waiver and Release of Liability Form. This Accident Waiver and Release of Liability Form may not be waived, altered, amended or repealed, in whole or in part.

14. **Jurisdiction and Venue.** Any claim or controversy that arises out of or relates to this Accident Waiver and Release of Liability Form or the alleged breach of it, and which cannot be settled, shall be litigated in the Circuit Court for Prince George's County, Maryland. I hereby consent to the jurisdiction of that court, and hereby waive any objections as to venue.

I hereby certify that I have read this document and I understand its contents and agree to be legally bound by all the terms contained herein. I further certify that I am at least 18 years of age.*

NAME: _____ SIGNATURE: _____ DATE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ E-MAIL: _____

EMERGENCY CONTACT NAME & PHONE: _____

* If the participant is under 18 years of age, please fill out the section above, except the signature, **AND a parent or guardian must sign the section below when arriving at Constellation.** A separate waiver must be signed on behalf of each minor. If the minor's parent or guardian is not attending with the minor, **you must** contact us for further information at bod@playadelfuego.org.

PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent or guardian does hereby represent that he/she is, in fact, acting in such capacity with respect to the minor participant whose name is listed above. The undersigned parent or guardian **AGREES TO ALL OF THE FOREGOING PROVISIONS ON BEHALF OF** the minor participant whose name is listed above.

NAME OF PARENT OR
GUARDIAN OF MINOR

SIGNATURE OF PARENT OR
GUARDIAN OF MINOR

DATE