

## CONSTELLATION 2019 ACCIDENT WAIVER AND RELEASE OF LIABILITY

**CONSTELLATION IS A FOUR-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 THE EVENT HOSTED BY PLAYA DEL FUEGO, LLC (DBA FIREPONY CREATIVE SOCIETY).**

**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 de Fuego, Inc., a 501(c)3 nonprofit corporation registered in Maryland having a mailing address of 1978 Highland Ave, Dover, DE 19901 and doing business under the trade name of "FirePony Creative Society", and herein referred to as FirePony Creative Society, 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 insect or snake bites and uneven terrain; (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, Board members, and event producers/promoters); (h) hypothermia (rapid and medically serious loss of body temperature); and (i) dehydration. 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 FIREPONY CREATIVE SOCIETY HARMLESS FROM **ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF FIREPONY CREATIVE SOCIETY, 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 FIREPONY CREATIVE SOCIETY, 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 this event, regardless of when they are discovered, the following parties: the Constellation Team, FirePony Creative Society, 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 FORGOING PARTIES FOR THEIR OWN NEGLIGENCE.**

b) This waiver, release, and discharge shall also Indemnify and hold harmless the Constellation Team, FirePony Creative Society, 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 or any actions during this event.

5. **Food, Water, Shelter, Clothing, First Aid Not Provided by Constellation.** I hereby acknowledge that the Constellation team is not responsible for providing food, water, shelter, clothing, or medical care or first aid at the Constellation event. 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 four days 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 Constellation Team, FirePony Creative Society, **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), 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 FirePony Creative Society 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, FirePony Creative Society can enforce against the third party any restrictions concerning use of the images, and I appoint FirePony Creative Society as my attorney-in-fact to execute any documents necessary to effectuate such assignment. FirePony Creative Society 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 FirePony Creative Society, and I understand that the FirePony Creative Society 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 state and 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 is also prohibited. Possession or use of weapons of any kind, including pellet guns, air guns, ammunition or explosives of any kind, including fireworks, are prohibited.

**10. Ticket is Revocable.** Each ticket to Constellation is a revocable license that may be revoked by the Constellation team and FirePony Creative Society for any reason. Constellation 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 FirePony Creative Society's control.

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

**12. 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.

**13. 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 by the parties, shall be litigated in the Circuit Court for Prince George's County.

All parties 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.**

**[ WEBSITE VERSION / SIGNATURES NOT VALID ]**

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

The undersigned parent and/or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and releases said parties on behalf of the minor and the parents or legal guardian.

**[ WEBSITE VERSION / SIGNATURES NOT VALID ]**