

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

I would like to attend the event being hosted by Apogaea Inc., June 9-12, 2011. I understand that this is a LEAVE NO TRACE, pack-it-in, pack-it-OUT event. I agree to stay within all marked boundaries at all times and understand that **leaving the marked boundaries of the event is grounds for immediate removal from Apogaea.**

I agree to take personal responsibility for my actions or inaction and safety, as well as responsibility for any minors I am bringing, at all times. I understand that while Apogaea Inc. has put in a number of measures to ensure that the event is safe for everyone, I also understand certain risks are present, including (but not limited to): hazardous terrain, including water features, and low visibility at night; equipment and infrastructure constructed by other Apogaea attendees; limited supervision; the presence (but NOT the sale) of alcohol; the availability (or lack thereof) of medical facilities and/or assistance; and possible adult themes and/or nudity. I have been informed of these risks and understand all rules of participation in the event. I am responsible for reading, understanding and complying with all signage, including instructions (the Survival Guide) provided at the gate and instructions from Apogaea Rangers or organizers; and I understand that I must at all times avoid wandering away from the designated festival areas. I assume all responsibility for loss or damage to equipment or personal property, and understand that no reimbursement will be made by Apogaea in the event that equipment or personal property is lost, stolen or damaged. I understand that my ticket is a revocable license that may be revoked by Apogaea in the event that I fail to follow any posted instructions or instructions received from designated Apogaea representatives. I appoint Apogaea, Inc. as my representative to take actions necessary to protect my intellectual property or privacy rights, recognizing that Apogaea Inc. has no obligation to take any action whatsoever. I agree that commercial use of recordings and images taken at Apogaea is prohibited without the prior written consent of Apogaea Inc., and that Apogaea Inc. may use images and recordings from the event for non-commercial purposes.

RECOGNIZING THESE RISKS, I HEREBY AGREE TO TAKE PART IN THE EVENT AND HEREBY RELEASE, HOLD HARMLESS AND INDEMNIFY APOGAEA INC., ITS HEIRS AND ASSIGNS, FROM ANY LIABILITY OR DAMAGES TO PERSONS OR PROPERTY CAUSED BY MY ACTIONS OR NEGLIGENCE. I FURTHER AGREE TO RELEASE APOGAEA INC., ITS HEIRS AND ASSIGNS, FROM ANY LIABILITY OR DAMAGES TO MY OWN PERSON OR PROPERTY. I AGREE TO ALL APPLICABLE TERMS OF THIS AGREEMENT AND UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. IF APPLICABLE (IF PARTICIPANT IS UNDER 18), MY PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR ME TO TAKE PART IN THE ACTIVITY, AND HAS INDICATED THEIR PERMISSION BY SIGNING BELOW.

Participant signature Printed name

Emergency contact number

I AM THE PARENT OR GUARDIAN FOR THE PARTICIPANT NAMED ABOVE. I CONSENT TO THEIR ATTENDANCE AT THIS EVENT AND AGREE TO THE LIABILITY RELEASE. I give my permission for emergency medical care to be administered to the participant named above, should a medical emergency arise during the event. Any expenses incurred will be my sole responsibility.

Parent/Guardian signature Printed name

Emergency contact number