

## APOGAEA 2016 – RELEASE OF LIABILITY & ASSUMPTION OF ALL RISKS

I would like to attend the event being hosted by Apogaea Inc., June 9-12, 2016 (the “Event”), including any pre-event activities, such as work weekend or post-event clean-up, which may occur in the months of May, June, or July 2016. I also understand that the following are true:

1. I understand that this is a LEAVE NO TRACE Event. What I pack in, I pack out. All of it.
2. 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 the Event.**
3. I agree to adhere to ALL EVICTIONABLE OFFENSES. INCLUDING but NOT LIMITED TO: keeping any minors under my control in my control or the control of a mutually agreed upon, sober adult AT ALL TIMES; staying clear of all well monitoring equipment & the roads that lead to them, which will be clearly marked; staying clear of all retaining ponds & ensuring any minors under my control stay clear of them as well; All items contained in the survival guide, including under the heading ‘How to get kicked out’, and I understand that **disregarding ANY of these safety items is grounds for immediate removal from the Event.**
4. I understand that APOGAEA DOES NOT MANAGE AND CANNOT GUARANTEE THE SAFETY OF ANY INFRASTRUCTURE, ART, OR ACTIVITY PERFORMED, CONSTRUCTED, OR OFFERED BY OR WITH THE ASSISTANCE OF EVENT PARTICIPANTS.
5. 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.
6. 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 the Event is prohibited without the prior written consent of Apogaea Inc., and that Apogaea Inc. may use images and recordings from the Event (which may include me) for non-commercial purposes.
7. I understand & agree that this release includes the release of Apogaea, Inc from responsibility for my injuries and/or death (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF APOGAEA INC.) and makes me responsible for injuries and/or death of others caused by me. IT IS MY INTENTION THAT THIS RELEASE BE INTERPRETED TO AFFORD THE GREATEST PROTECTION TO APOGAEA INC. THAT IS PERMITTED UNDER COLORADO LAW.
8. I understand that all theme camps/art projects associated with the Event may use this waiver for their benefit & protection should an issue arise.
9. I ASSUME ALL RISKS AND DANGERS ASSOCIATED WITH ATTENDING THE EVENT, I AGREE TO TAKE PART IN THE EVENT AND I SHALL RELEASE DEFEND AND INDEMNIFY APOGAEA INC., ITS AGENTS, OFFICERS, AFFILIATES & VOLUNTEERS.
10. Lastly, I understand that I am responsible whenever & wherever the previous items are in question.

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