

APOGAEA 2019 - RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS (“Release”)

I would like to attend the event being hosted by Apogaea, Inc., June 6-9, 2019 (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 2019. 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 the Event.**

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 at the Event, including (but not limited to): hazardous terrain, including water features; low visibility at night; high altitude; wild and domestic animals; cold and or hot climate and weather; equipment and infrastructure constructed by other Event attendees; limited supervision; the presence (but NOT the sale) of alcohol; the availability (or lack thereof) of medical facilities and/or assistance; use of fire; and possible adult themes and/or nudity. APOGAEA, INC. 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. 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 and instructions from Apogaea, Inc., including the Survival Guide 2019, instructions provided at the gate by Gate, Greeters or DPW Departments and/or Apogaea, Inc. and instructions from Apogaea Rangers or organizers; and I understand that I must, at all times, avoid leaving the marked boundaries of the Event and its 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, Inc. 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, Inc. in the event that I fail to follow any posted instructions or instructions received from designated Apogaea, Inc. 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 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.

RECOGNIZING THESE RISKS, I ASSUME ALL RISKS AND DANGERS ASSOCIATED WITH ATTENDING THE EVENT, I AGREE TO TAKE PART IN THE EVENT AND I SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY APOGAEA INC., ITS AGENTS, EMPLOYEES, OFFICERS, AFFILIATES, VOLUNTEERS, SUCCESSORS AND ASSIGNS, AS WELL AS ALL THEME CAMPS, GROUPS, INDIVIDUAL PARTICIPANTS, ART PROJECTS, AND OTHER GROUPS PROVIDING ANY SERVICE, EXPERIENCE, ART PROJECT, ACTIVITIES, OR INTERACTIVE ENTERTAINMENT OF ANY KIND – WHETHER OFFICIALLY ASSOCIATED WITH APOGAEA, INC. OR NOT – , FROM AND AGAINST ANY AND ALL CLAIMS, COUNTERCLAIMS, DEFENSES, SETOFFS, RECOUPMENTS, DEBTS, DEMANDS, CAUSES OF ACTION, SUITS, OBLIGATIONS, LOSSES, COSTS, EXPENSES AND LIABILITIES OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN LAW OR IN EQUITY, RELATING TO OR ARISING FROM LOSSES OF, OR DAMAGE TO, PROPERTY AND INJURIES TO, OR DEATH OF, ANY PERSON INCLUDING BUT NOT LIMITED TO MYSELF AS WELL AS EMPLOYEES, CONTRACTORS, VOLUNTEERS, INVITEES AND LICENSEES OF APOGAEA INC., REGARDLESS OF WHETHER ARISING DURING OR AFTER MY PARTICIPATION IN THE EVENT, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF APOGAEA, INC. I AGREE TO ALL TERMS OF THIS RELEASE AND UNDERSTAND ITS CONTENTS. I UNDERSTAND AND AGREE THAT THIS RELEASE AND ASSUMPTION OF RISKS HEREBY RELEASES APOGAEA, INC. FROM RESPONSIBILITY FOR MY INJURIES OR DEATH (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF APOGAEA, INC.) AND MAKES ME RESPONSIBLE FOR INJURIES TO 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. IF PART OF THIS RELEASE IS FOUND TO BE INVALID OR OTHERWISE LIMITED BY APPLICABLE LAW, IT IS MY INTENTION THAT ALL REMAINING PROVISIONS BE INTERPRETED CONSISTENT WITH THE INTENT EXPRESSED IN THIS PARAGRAPH.

I FURTHER AGREE THAT ALL THEME CAMPS, GROUPS, INDIVIDUAL PARTICIPANTS, ART PROJECTS, AND OTHER GROUPS PROVIDING ANY SERVICE, EXPERIENCE, ART PROJECT, ACTIVITIES, OR INTERACTIVE ENTERTAINMENT OF ANY KIND – WHETHER OFFICIALLY ASSOCIATED WITH APOGAEA, INC. OR NOT – REFERENCED ABOVE ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS WAIVER AND ENTITLED TO INDEPENDENTLY ENFORCE THE WAIVER IN ANY LAWSUIT OR OTHER ACTION AGAINST THEM.

I UNDERSTAND THAT THIS IS A RELEASE IN FULL SETTLEMENT AND SATISFACTION OF ALL PRESENT AND FUTURE CLAIMS, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY FUTURE DEVELOPMENTS WHETHER ANTICIPATED OR NOT. I VOLUNTARILY HAVE REVIEWED THE ABOVE PROVISIONS AND THE SURVIVAL GUIDE 2019 AND SIGNED MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS **AND SHALL PROVIDE THE MANDATORY VERBAL AGREEMENT TO THE GATE AGENT.**

Participant signature

Printed name

Emergency contact number

IF APPLICABLE (IF PARTICIPANT IS UNDER 18), MY PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR ME TO TAKE PART IN THE EVENT, AND HAS INDICATED THEIR PERMISSION BY SIGNING BELOW.

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