

Last Name, First Name \_\_\_\_\_

### Release and Hold Harmless Agreement

The Los Angeles League of Artists event "BEquinox 2022" (hereinafter "BEquinox") is an event featuring an interactive community of Artists, Performers and Musicians displaying and creating both small and large scale interactive artwork. This event is held in a remote, hostile and potentially dangerous desert environment. Due to the nature of this event, the area and local environment where it occurs, and rapidly changing weather conditions, death or serious personal injury can occur.

This event will be held rain or shine. The ticket that you have purchased is not refundable.

BEquinox is committed to being a safe space where people are free from non-consensual personal and/or sexual contact. Our community thrives on the concept of enthusiastic informed consent. Non-consensual contact or exposure of a sexual nature is expressly prohibited and anyone violating this policy will be immediately ejected from the event. Anyone who is a victim or witness to any such violations should report the event to a ranger.

As a BEquinox ticket holder; I irrevocably acknowledge and agree that am aware of and accept all risks of attending such an event, and knowing such risks, I chose to participate in this event at my own risk; and that I am solely responsible for my camp, personal well-being, personal property, and my children at all times. I further agree to clean up my camp area and any debris my art or my participation may create, removing it when I leave, and leaving no trace behind. I further agree that all photographic images, video, film making, and sound recordings I create, or cause to be created, are for my personal use only. I agree that no commercial use of these works is permitted without a signed written agreement from the event organizers and all people who may appear in any such works. I understand that employing any such works to advertise, endorse and/or offer any items or services for sale, or otherwise, is expressly prohibited.

In consideration for being granted permission to participate as a Staff Member, Volunteer, Ticket holder, or participant at the above-referenced I, the undersigned, hereby agree for myself and for my personal representatives, heirs and next of kin:

1. To release, waive and discharge the Los Angeles League of Artists and its subsidiaries, affiliates, departments, boards, officers, agents, employees, representatives, contractors and subcontractors, and their employees and independent contractors (herein collectively as "LALA") from any and all claims, suits, actions, and demands of any kind; and hereby irrevocably release LALA from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in BEquinox, whether caused by the LALA's active or passive negligence or otherwise. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release. I HEREBY WAIVE AND RELINQUISH, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF CALIFORNIA CODE SECTION 1542 AND ALL SIMILAR STATE OR FEDERAL STATUTES OR RULES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

2. To indemnify, defend and hold harmless LALA from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in BEquinox, whether caused by the LALA's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the LALA.

3. To assume all risk and full responsibility for bodily injury up (to and including death) and property damage incurred by/to myself and my possessions arising directly or indirectly from participation in BEquinox, from any cause whatsoever, known or unknown, whether caused by LALA's active or passive negligence or otherwise.

4. That in no event shall LALA be liable for any damage to any property owned by me, or my heirs, assigns, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of BEquinox or its use by me.

5. I expressly acknowledge that the license to attend BEquinox granted hereunder is freely revocable by LALA and in view of such fact, I expressly assume the risk of making any expenditures in connection with such attendance, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waivers contained herein, and as a material part of the consideration for said license, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against LALA and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that LALA exercises its right to revoke or terminate said license.

6. In the event the license granted to attend BEquinox as a Staff, Volunteer or Participant hereunder is terminated by LALA, I acknowledge that I will not be a displaced person at the time this license is terminated or revoked or expires by its own terms. I agree to immediately remove myself, my personal property and my vehicle from the premises where the event is being held if the license granted to me to attend the event is terminated for any reason. I fully RELEASE, WAIVE AND DISCHARGE LALA and all persons acting by, through or under each of them from any claims demands, rights, and causes of action against, arising from such license termination.

7. I forever RELEASE, WAIVE AND DISCHARGE any and all claims, demands, rights, and causes of action against, LALA, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from LALA under federal and state relocation assistance laws.

8. I expressly acknowledge and agree that the license granted hereunder does not create any liability of LALA for any exemplary, punitive, consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my use of said license. I further acknowledge that LALA would not be willing to grant said license in the absence of a complete waiver of liability for the aforementioned damages due to the acts or omissions of LALA, and I expressly assume all risk with respect thereto. Accordingly, without limiting any indemnification obligations of myself or other waivers contained herein, and as a material part of the consideration for said license, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for said damages (including without limitation, losses arising out of disruption to my uses) and covenant not to sue LALA for any such damages, in whole or in part as a result or and/or related to my participation in BEquinox, the license granted by LALA, and/or all uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to said license, regardless of the cause, and whether or not due to the negligence of LALA or its Agents, with the sole and exclusive exception being the gross negligence or willful misconduct of LALA.

I also agree that neither Burning Man nor Black Rock City LLC is a producer or organizer of the event, and Burning Man Black Rock City LLC accepts no liability arising out of or in connection with the event.

9. I also agree that by signing this agreement, the ticket that I have purchased is not refundable for any reason.

(If parent is signing for a child, parent or guardian name and signature)

Print Name (LEGIBLY) \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

ID# (driver's license or other ID) \_\_\_\_\_