

**THE LOVE BURN 2017
WAIVER AND RELEASE OF LIABILITY**

I, _____ (legal name), have read this Waiver And Release of Liability. I understand the provisions herein and agree to those terms as a prerequisite of my attendance at and participation in **The Love Burn 2017** (hereinafter "TLB") held at Historic Virginia Key Beach Park in Miami, Florida. **I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, INCLUDING, THE POSSIBILITY OF SERIOUS INJURY OR DEATH.** I accept and assume all risks of property loss or damage at TLB. I agree that any violation of the terms and conditions of this Waiver may result in my immediate ejection from the event without refund. In consideration for participating in and attending "TLB", I understand, acknowledge, consent and agree as follows:

1. I am able to provide for all of my personal needs at TLB or I am able to do so with the assistance of my companions. I will immediately advise my companions and/or a staff member of TLB if this should change. I understand that I must bring enough food, water, shelter, medicines and first aid supplies needed to survive the environment while attending the event.
2. I will clean my campsite and event grounds before departing TLB. I understand this is a "Leave No Trace" (LNT) event and that all trash must be removed prior to departure. I understand I may be charged a cleanup fee, and I consent to same, if my campsite is not left in the same condition as upon my arrival. I understand damages may be assessed against me should I cause any damage to the premises or the property of others. I will provide contact information and a credit card to TLB if requested.
3. I understand that my car is to remain parked in areas designated for parking for the duration of event. TLB is not responsible for any damage to or theft from vehicle(s). I understand re-admittance shall be limited to designated gate hours only.
4. I understand and agree that my person, vehicle, and possessions may be subject to search, by TLB agents or law enforcement authorities while attending TLB.
5. I understand that consumption, possession or distribution of illegal substances constitutes a criminal act and violation may subject me to immediate ejection from the event in addition to criminal penalties.
6. I understand that ocean swimming is strictly prohibited at the venue due to strong rip currents.
7. I understand that vending is strictly prohibited at this event and is grounds for immediate ejection.
8. Invitations, tickets and service fees are nonrefundable. Scheduled activities, events and performances may be changed or canceled at any time without notice. Additionally, tickets and access to the event may be revoked by TLB at any time.
9. I understand that TLB events may be terminated early or cancelled in the event of Force Majeure, a governmental action, or other circumstances beyond the direct control of TLB. If the event is terminated early or cancelled, there will no refunds.
10. I understand that I am strictly prohibited from bringing firearms, ammunition, projectile weapons, fireworks or explosives of any type to the event, and that I may not have any such prohibited items anywhere on the premises including in my vehicle.
11. In the event my actual consent is not available, I hereby consent to receive medical treatment considered advisable in the event of accident, injury, emotional crisis or illness during the event. I understand and agree that agents of TLB are not obligated to provide medical services at any time. I hereby release TLB and any and all agents of TLB, who may provide aid or medical treatment to me even if such assistance is later determined to be improper, negligent or harmful.
12. I understand TLB is an interactive event and as a participant I may engage in activities that involve a substantial risk of personal injury, property loss and/or economic loss. These risks may include, but are not limited to, those caused by: (a) the actions or inactions of myself and others; (b) conditions of the premises or equipment used; (c) temperature; (d) weather; (e) condition of participants; (f) art structures; (g) fire and flame effects; (h) staging; (i) crocodiles, raccoons, insects, reptiles or other wildlife; (j) water floats, boats, paddleboards or other water devices; and, (k) vehicular and bicycle traffic. I further acknowledge and fully understand that there may also be other risks that are unknown or unforeseeable.
13. Art installations, theme camps, motorized vehicles at the event, bicycles, tent structures, rebar, and performances and their equipment are not installed, owned or operated by TLB, and I assume all risk of injury or death arising from operation or use.
14. **ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, I DO HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, INJURY OR DEATH AND WAIVE, RELEASE, DISCHARGE, AND OTHERWISE AGREE THAT I AM BARRED FROM BRINGING ANY CAUSE OF ACTION, IN EQUITY OR IN LAW, AGAINST TLB ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, OR AGENTS, FOR ANY AND ALL CLAIMS FOR DAMAGES, INJURIES, LOSSES, LIABILITIES AND EXPENSES, DIRECT, INDIRECT OR CONSEQUENTIAL, WHICH I MAY HAVE OR WHICH I MAY SUBSEQUENTLY SUFFER, RESULTING FROM OR ARISING OUT OF MY ATTENDANCE AND/OR PARTICIPATION AT TLB, EVEN IF SUCH CLAIM IS THE RESULT OF GROSS NEGLIGENCE.** _____ (Initials)

15. I understand that children/minors can attend TLB only if they are accompanied by a parent or legal guardian. In the event that I bring a child/minor to TLB that I agree to the all terms of this Waiver And Release on behalf of said child/minor.
16. I understand other participants may engage in behavior that some may consider offensive, including, but not limited to, nudity, cosplay, bondage, etc. I understand that I may be exposed to such behavior, and that it is my personal responsibility to remove myself, or any minors accompanying me, from the area of any behavior I find offensive or I may leave the event.
17. I am aware my image, voice or likeness may be recorded in some fashion including, but not limited to, audio, print, video, or photographs, and by attending TLB I consent to any such use or redistribution and publication by TLB without compensation.
18. I acknowledge that TLB retains exclusive ownership and licensing rights of any and all images or recordings taken by participants and/or by TLB agents at the TLB event. IF I USE OR PUBLISH ANY FILM, VIDEO, PHOTOGRAPH, OR AUDIO RECORDING, OTHER THAN FOR PERSONAL USE, I MAY DO SO ONLY WITH THE EXPRESS WRITTEN PERMISSION OF THE LOVE BURN, INC. Furthermore, I assign and transfer to TLB joint ownership of copyright for any such material obtained by me during the event. Therefore, if any third party displays or disseminates any images in a manner not authorized by this agreement, TLB has the authority to enforce its legal rights against such third party or against myself regarding the use of said materials. In the event of dispute as to the publication of any film, audio, video, stills or other media of TLB, TLB shall have ultimate and final authority to authorize the cessation of its publication.
19. I agree to promptly remove or cause to be removed any image, recording or video of TLB published on any social media platform, or website, if TLB notifies me to do so.
20. It is my intention and desire that this Waiver be construed as broadly as legally possible such that TLB, its agents, employers, directors, officers and volunteers shall NOT be liable for any harm suffered by me as a result of my attendance at TLB.
21. In the event of controversy, I hereby agree to initiate mediation in Palm Beach County Florida at my sole expense as a condition precedent to the filing of any action in a court of law. Should legal action be commenced, the prevailing party shall be entitled to an award of attorney's fees and costs. Damages for any action against TLB, its agents, employees, directors, officers and volunteers shall be limited to the actual cost of entry fees and shall not include foreseeable, unforeseeable or consequential damages. Any dispute shall be resolved in accordance with the laws of the State of Florida, County of Palm Beach which is where jurisdiction and venue shall be.
22. I fully understand that TLB management and staff reserve the right to refuse anyone entry to TLB grounds and to evict anyone at any time from the TLB grounds.

BY SIGNING THIS WAIVER AND RELEASE, I ACKNOWLEDGE THAT I HAVE READ IT AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE LEGAL RIGHTS I AM WAIVING. FURTHER, I HAVE EXECUTED IT KNOWINGLY AND VOLUNTARILY WITHOUT DURESS OR COERCION.

Print Participant's Legal Name:		Date:	Participant's Signature (Sign in pen):	
Participant's Street Address:		City:	State:	Zip:
Participant's Email:			Participant's Phone:	
Emergency Contact Name:		Relationship:	Emergency Contact's Phone:	
Vehicle description (make/model/color):		Burner Name or Nickname of participant (optional)		
Vehicle License Plate (State/Number)		Participant ID Card # (Driver's License, Government Issued ID or Passport):		
FOR EVENT STAFF to fill out below:				
Gate Staff Name/Initial:				
WRISTBAND #: (example 0101 or Kid-0101)				
NOTE:				