

**THE LOVE BURN 2018
WAIVER AND RELEASE OF LIABILITY**

By signing this Waiver And Release, I acknowledge I have read the next two pages and understand the terms and conditions contained therein as well as the legal rights I am waiving. I understand the Waiver and agree to those terms as a prerequisite of my attendance at The Love Burn 2018 (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.

Further, I execute this Waiver And Release knowingly and voluntarily without duress or coercion. I fully understand that neither Burning Man nor Black Rock City, LLC is a producer or organizer of The Love Burn 2018; and that Burning Man and Black Rock City LLC do not accept any liability whatsoever arising out of or in connection with this event.

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:	
Participant ID Card - List State or Country:	Participant ID Card (Driver's License, Govt ID or Passport) #:		
Vehicle description:	State:	Tag:	
FOR EVENT STAFF to fill out below:			
Gate Staff Initials:	Gate Staff Name:		
Notes:			

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I, [REDACTED] (Legal Name), being over the age of 18 years, have read this Waiver And Release of Liability (hereinafter "Waiver"). I understand Waiver and agree to those terms as a prerequisite of my attendance at **The Love Burn 2018** (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 of this Waiver may result in my immediate ejection from TLB 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 understand that I must bring enough food, water, shelter, prescriptions, etc. to survive the environment while attending the event.
2. I shall clean my campsite 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 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 identification and a credit card to The Love Burn, Inc. (the "Company") if requested.
3. I understand my vehicle is to remain parked in the designated parking area for the duration of TLB. The Company, the City of Miami or any of their respective agents, employees or representatives shall **NOT** be responsible for any damage to or theft of or from any vehicle(s). I understand re-admittance shall be limited to designated gate hours.
4. I understand and agree that my person, vehicle, and possessions may be subject to search, by the Company's representatives, agents, or employees 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 TLB in addition to criminal penalties.
6. I understand that vending is strictly prohibited at TLB and is grounds for immediate ejection.
7. I understand that ocean swimming is strictly prohibited at the venue and will obey venue signs regarding use of the ocean.
8. 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 control of the Company. If the event is terminated early or cancelled, refunds will not be issued.
9. I understand that I am strictly prohibited from bringing firearms, ammunition, projectile weapons, fireworks or explosives of any type to TLB, and that I may not have any such prohibited items anywhere on the premises including in my vehicle.
10. In the event I am unable to provide my actual consent, I hereby consent to receive medical treatment considered advisable in the event of accident, injury or illness during TLB. I understand and agree that agents of the Company are not obligated to provide medical services at any time. I hereby release, indemnify and hold harmless the Company and any and all agents, representatives or employees of the Company, who may provide aid or medical treatment to me even if such assistance is later determined to be improper, negligent or harmful. I hereby release, indemnify and hold harmless TLB, the organizers, volunteers, and consultants of all its activities from any and all liability in connection with any injury (including any injury caused by negligence).

11. 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, paddle boards 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 presently unknown or unforeseeable.
12. Invitations, tickets and service fees are nonrefundable. Scheduled events and performances may be changed or canceled at any time without notice. Additionally, tickets and access to TLB may be revoked by the Company at any time.
13. Art installations, theme camps, motorized vehicles, bicycles, tent structures, rebar, stages and performances and their equipment are not installed, owned or operated by the Company; and I assume all risk of injury or death arising from their operation or use.
14. I understand that children/minors may attend TLB only if they are accompanied by a parent or legal guardian. In the event that I bring a child/minor to TLB, I agree to the all terms of this Waiver on behalf of said child/minor.
15. 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.
16. I am aware my image, voice, likeness or appearance (collectively, "My Personal Likeness") may be embodied in a fixed medium of some fashion including but not limited to photographs, film, video recordings, audio tapes, digital images, digital audio, or other video or audio recordings taken or made of me during the time I am attending the TLB by the Company and its agents, employees, representatives, directors, members, licensees, successors, and assigns (collectively, the "Company's Representatives") and by other participants (collectively, as the same may be modified, adapted, altered or the like pursuant to the terms of this Waiver, the "Materials"), and, as a condition to my attendance at the TLB, I hereby consent to such embodiment of My Personal Likeness in the Materials without payment of any compensation.
17. In the event that I photograph, film, record (whether audio or visual), make digital images or digital audio, or make other video or audio recordings of the TLB event, participants or artwork at the TLB event, or otherwise relating thereto ("TLB Works"), I agree that the TLB Works may be displayed, published, performed, reproduced, or otherwise used only for personal use unless the prior written consent of the Company has been obtained.
18. I hereby irrevocably and exclusively assign, grant, transfer and set over to the Company, on a royalty-free basis, all right, title and interest now or hereafter known in and to the Materials and the TLB Works, the results thereof, and each and every part thereof throughout the universe, in perpetuity, without limitation, in and in connection with all media and any and all means of communication, transmission, distribution, exploitation, and uses now known or hereafter discovered or devised, and no right of any kind shall be reserved by me. In addition, the Company is specifically authorized to use My Personal Likeness and the other Materials and the TLB Works for any purpose whatsoever, including, without limitation, for purposes of advertising, publicity, sales promotion, and marketing. I irrevocably waive any right to inspect or to approve any Material that may be created using or that includes or embodies My Personal Likeness or any of the TLB Works and waive any claim with respect to the eventual use to which My Personal Likeness or the TLB Works may be put. Furthermore, I also release the Company and the Company Representatives from any and all claims and demands arising out of or in connection with such use including, without

limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander), and any other personal and/or property rights.

19. In accordance with the foregoing, if any third party publishes, publicly performs or displays, reproduces or otherwise uses or exploits the TLB Works in a manner not authorized by this Waiver, the Company 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 a dispute as to the publication of any film, audio, video, stills or other media of TLB, the Company shall have the ultimate and final authority to authorize the cessation of such publication.
20. I agree to promptly remove or cause to be removed any image, recording, video of other TLB work published on any social media platform, or website, if the Company notifies me to do so.
21. I acknowledge that my participating in the many varied camping and recreational activities entails both known and unanticipated inherent risks, which include, but are not limited to, exposure to outdoors, nature, weather, Acts of God, sea life, animal life (crocodiles, raccoons, etc.), insects, plant life, inexperience or unfamiliarity with the various activities and/or its requirements, unfamiliarity with the location or facility, faulty equipment or gear that I brought with me, acts of other participants (including violent or criminal acts), complications or reactions from weather conditions or outside environment or nature, inadequate or unavailable healthcare facilities or assistance, accidents, illnesses, allergic reactions (to food, insects, etc.), negligence or mistake.
22. I acknowledge that fireworks is/are a hazardous activity that will occur at TLB and this presents risks, some perhaps extreme, and I assume all risks, both foreseeable and unforeseeable, that I may be subjected to associated with fireworks, all such risks being understood and appreciated by me.
23. It is my intention and desire that this Waiver be construed as broadly as legally possible such that the Company, the Company's representatives or volunteers shall NOT be liable for any harm suffered by me as a result of my attending TLB.
24. 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 the Company, the Company's representatives or 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.
25. I fully understand that the Company and TLB staff reserve the right to refuse anyone entry to TLB grounds and to evict anyone at any time from the TLB grounds.
26. **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 THE COMPANY, 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 WRISTBAND #