

WAIVER & RELEASE OF LIABILITY

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF RISE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF RISE OR OTHERWISE. I FURTHER ACKNOWLEDGE THAT RISE WILL EXERCISE BEST EFFORTS TO HOST THE ACTIVITY, BUT THAT IT CANNOT UNDER ANY CIRCUMSTANCE GUARANTEE THE RESULTS OF THE ACTIVITY OR THAT THE ACTIVITY WILL NOT BE MODIFIED, POSTPONED, OR CANCELLED IN ACCORDANCE WITH THE TERMS HEREIN.

BY USING OUR WEBSITE AND PURCHASING A TICKET TO THE ACTIVITY, I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ AND WILL BE BOUND BY RISE'S [TERMS AND CONDITIONS](#) AND [PRIVACY POLICY](#).

In exchange for participation in the activity of participating in the lantern festival ("Activity") organized by Rise Festival, LLC ("RiSE"), I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by RiSE, or the employees, representatives, or agents of RiSE. I agree not to bring any lanterns or other incendiary devices to the Activity, and agree not to leave the venue with any lanterns given to me by RiSE. RiSE and/or any event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

2. I recognize that there are inherent risks associated with the Activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release, discharge, and promise not to sue RiSE for injury, loss or damage arising out of my or my family's use or presence during the Activity, whether caused by the fault of myself, my family, RiSE or other third parties. In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Rise Festival, LLC and their employees, officers, directors, volunteers and agents from any and all claims, including claims of the negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity. I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

3. I agree to indemnify and defend RiSE against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's presence during the Activity. I agree to hold RiSE harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If RiSE incurs any of these types of expenses, I agree to reimburse RiSE.

4. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I also hereby grant permission to the event directors and any medical staff at the Activity access to all medical records and physicians as needed and authorize medical treatment as needed.

5. I understand that the bar code received following my ticket purchase through Events.com will serve as my registration ticket. I understand that I must present this bar code, whether in paper or online form, to the Activity in order to be granted entry. No replacement tickets will be issued in the event a ticket is lost, stolen or otherwise transferred.

6. RiSE reserves the right, in its sole and absolute discretion, to modify, postpone, or cancel the Activity due to unforeseen or unavoidable circumstances outside of its reasonable control, including, but not limited to, adverse weather conditions, rain, lightning, sustained winds, acts of God, or acts of terrorism (each, a "Force Majeure Event"). In such cases, RiSE will endeavor to inform participants as quickly as possible. **Except as set forth below, where the Activity has to be modified, postponed, or cancelled due to a Force Majeure Event, RiSE shall not be liable for any inconvenience, expenses, costs, injuries, losses, or damages suffered by**

participants in connection with such Force Majeure Event. In the event the Activity is cancelled because of a Force Majeure Event, only those participants who purchased Inclement Weather Insurance through the RiSE website will be entitled to a refund of their registration ticket. I understand and acknowledge that RiSE will not issue me a refund of my registration ticket if I did not purchase the Inclement Weather Insurance.

7. I understand and agree to the following terms and conditions for the use of any still and/or motion picture photography taken in connection with the Activity (hereinafter "Activity Imagery").

I grant the right and consent to RiSE (and any other photography company contracted by RiSE) to use, publish and copyright my likeness, performance, voice and identity, as well as any Activity Imagery I take and post on the Internet, for any and all purposes, including, without limitation, trade, commercial and editorial usage in any medium now known or later developed anywhere in the world without compensation to me.

I UNDERSTAND AND ACKNOWLEDGE THAT ACTIVITY IMAGERY, INCLUDING ACTIVITY IMAGERY I POST ON THE INTERNET, MAY NOT BE USED FOR ANY COMMERCIAL PURPOSE WITHOUT PRIOR WRITTEN PERMISSION FROM RISE.

I assign to RiSE a joint ownership in the copyright to my Activity Imagery for the purpose of enabling RiSE to enforce that copyright against any third party that uses my Activity Imagery in a manner not authorized by these terms and conditions. I appoint RiSE as my attorney-in-fact to execute any documents necessary to effectuate such assignment. Because I understand that, without prior written permission from RiSE, I have no right to sell, transfer, license, sublicense or give any of my Activity Imagery to any other party for commercial use, if a third party obtains and uses any of my Activity Imagery for commercial purposes without written permission from RiSE, I agree that any permission, license, or right I may have granted this third party is void and invalid, and that RiSE has the absolute right, as joint copyright owner, to require the third party to cease all commercial use of the Activity Imagery.

I agree that if RiSE notifies me that any Activity Imagery that I have posed or caused to be posted on the Internet must be removed, for whatever reason in RiSE's sole discretion, I will promptly remove or cause to be removed those images. RiSE, as joint copyright holder, reserves all rights to revoke any license that was erroneously placed on Activity Imagery in violation of these terms and conditions and may cause the removal of such Activity Imagery on any webpage on which it is displayed.

Any party interested in making any commercial use of Activity Imagery must enter into a separate written agreement with RiSE.

8. I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing RiSE from all liability, (b) promising not to sue RiSE, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

9. Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law. I understand that this document is written to be as broad and inclusive as legally permitted by the State of Utah. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

10. I agree to all of the terms and conditions as set forth in the Privacy Policy and Terms and Conditions published on the RiSE website, including, but not limited to, RiSE's right to contact me (and, if applicable, members of my family) using the e-mail address and/or mobile number provided to RiSE in connection with the services and/or information provided by RiSE and/or the Activity.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.