

Richard Lambert Foundation Water Lantern Festival: Participant Release Waiver

By purchasing tickets and participating in the Richard Lambert Foundation Water Lantern Festival you agree to the following release waiver:

I know and understand that participating in a water lantern festival is a potentially hazardous activity. I know, recognize, understand, and appreciate these risks, realizing this is a potentially dangerous activity which requires physical walking, being around mud, sand, water, uneven terrain, natural or man-made obstacles, low-light and dark areas, and sometimes dusty and dirty conditions and hereby represent and certify that I am in good health and in physical condition to participate in this event. I assume all risks associated with the lantern festival, including burn risk in this event and acknowledge it carries with it the potential for property loss, serious injury, or death. I understand the risks include, but are not limited to, those caused by terrain, slips, falls, contact with other participants, lack of hydration, traffic, obstacles, weather, bee stings or insect bites, runners, bikers, horses and other animals, actions of other people including, but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or administrators of the event. All such and related risks being known and appreciated by me. I also agree to obey all laws while participating in the event. I also agree to immediately adhere to directions given me by event officials as well as law enforcement and emergency personnel.

I acknowledge that this event involves physical activity, and being around various outdoor sources, and carries a potential for moderate and serious injury, death, property loss or damage. I understand the risks involved with attending the event that may include, but not limited to: falls, slips, contact and/or crashes with other attendees, effects of weather including heat and/or humidity, cold, defective equipment, condition of the roads and/or course, rough terrain, heavy rain, water hazards, hazards posed by spectators or other attendees, man-made or natural obstacles, wild animals, insects, and poisonous plants. I ASSUME ALL RISKS INVOLVED WITH THE EVENT, THE FESTIVAL AREA, AND EQUIPMENT. I agree to monitor my health while participating in the event, and will withdraw from the event immediately and seek medical personnel if I believe continuing will present a risk to myself or other attendees. I agree that I will fully inspect the event grounds before participating, and notify the event's personnel immediately of any hazardous situations. I agree to wear appropriate clothing and foot attire as established by industry standards and common safety practices during all activities at the event. I acknowledge that I am not under the influence of alcohol, nor am I, nor will I be at the time of the event, under the influence of any drugs, including prescription, illegal or over-the counter medication, which could impair my ability to participate in the Richard Lambert Foundation Water Lantern Festival event. If I am taking medication, I affirm that I have seen a physician and have approval from him or her to participate in the Richard Lambert Foundation Water Lantern Festival event while under the influence of medication. I attest and verify that I am physically fit, have sufficient health for the event. Further, I give my consent to medical treatment in the event of an emergency or other incident, in which, in the reasonable judgment of the on-site personnel, I require medical care. I assume all liability for any and all medical expenses incurred as a result of training for and/or attending the event, including but not limited to: ambulance transportation, medical attention, medical treatment or services, hospital stays, physician and pharmaceutical goods and services.

Having read and understood this waiver and in consideration of your accepting my entry, I hereby for myself, or anyone else who might claim on my behalf, covenant not to sue, and waive, release, and discharge all companies involved with the organization of the Richard Lambert Foundation (Water Lantern Festival), including Richard Lambert Foundation, the event organizer or any other subsidiary, all sponsors, partners, affiliates, venue and property owners, and all the agents, employees, officers, directors, and volunteers working for those entities, their representatives and successors from all claims or liabilities of any kind or nature whatsoever resulting from my participation in this event even though such liability may arise out of negligence or carelessness on the part of event organizers, sponsors, partners, affiliates, and other persons named in this waiver. I acknowledge the acceptance of the terms and conditions within this release waiver. Participant or Guardian does hereby release and forever discharge the Richard Lambert Foundation (Water Lantern Festival) from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's activities with the Richard Lambert Foundation Water Lantern Festival. The Participant or guardian acknowledges that the Richard Lambert Foundation Water Lantern Festival does not carry or maintain any health, medical, or disability insurance for any Participants. It is understood that the Participant obtain his or her own health or medical insurance coverage as necessary.

I further agree that Water Lantern Festival, event organizers, volunteers, venue, facilities, landowners and all sponsors, their representatives, successors and assigns (collectively the "Licensee") may take still or moving photographs or other recordings of me, or of my property (including any photographs or film footage that I may provide) during and in connection with the event in which I am participating (the "Footage"). I hereby grant to the Licensee, its successors, assigns and licensees an irrevocable license to use and reproduce, in whole or in part, the contents of the Footage, my name, my likeness, image, voice, appearance, or that of my property and biographical information about me in connection with the event in which I am participating and the production and exploitation thereof, in any and all manners and media, throughout the world, in perpetuity, for marketing, promotional, advertising, public relations or commercial purposes via videos, publications, advertisements, news releases, websites, including social media, and any promotional materials in any other medium. I grant permission to all the foregoing parties to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose. I understand that pets, bicycles, skateboards, roller-blades, or scooters are not allowed in any event. I will abide by these guidelines.

I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless Richard Lambert Foundation and any/all related entities under any name associated with the event organizers, Richard Lambert Foundation Water Lantern Festival, all venues, facilities, landowners, producers, sponsors, co-sponsors, advertisers, organizers, material suppliers, vendors, concessionaires, volunteers and/or contractors of any of the event in which I may participate and/or attend, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, trade partners, production services, shipping, manufacturers, designers, representatives, attorneys and insurers of each of the foregoing (collectively, the "Released Parties") against, any lawsuits, demands, claims, or expenses (including attorneys' fees and legal costs), arising from or in any manner related to my registering for or attending the event; and to the fullest extent permitted by law, I fully and forever waive, release, discharges and covenants not to sue Released Parties for and from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses

arising, directly or indirectly, in related to, in connection with or relating to my participation or attending the Event from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of others. I acknowledge that the RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENT and agree that the Released Parties will not, under any circumstance, be liable for consequential, indirect, general, special or similar damages. I acknowledge that this release and waiver of liability agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to Released Parties the worldwide right in perpetuity to use and publish my name, my likeness, my voice, and/or my picture, singly or as part of composite or reproductions, in color or otherwise, in any medium now known or in the future devised, including but not limited to, broadcast, telecast, advertising, promotion, or other account of the Event in any form and for any purpose, without compensation or approval. I understand that my entry fee is non-refundable under any circumstances. I UNDERSTAND THERE ARE NO REFUNDS unless I purchase the optional ticket protection.

I do hereby fully release and forever discharge Richard Lambert Foundation (Water Lantern Festival) and its partners from any and all claims for injuries, illnesses, damages, expenses or loss that me or my minor child may suffer arising out of, connected with, or in any way associated with the event, program or activities. I have read and fully understand the above important information warning of risk, assumption of risk, waiver and release of claims. If any event is canceled for any reason due to circumstances beyond reasonable control, the event and/or Released Parties have no obligation to refund my entry fee or any other costs and/or expenses I incurred in connection with the event. The event and Released Parties have the right to reject my entry for any reason. This Waiver is a legally binding Agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

FOR ATTENDEES UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST ACCEPT WAIVER ON MINORS BEHALF. Attendee's Parent or Guardian's acceptance of waiver certifies that Attendee's son/daughter/ward has permission to participate/attend the event. Attendee's Parent/Guardian has read and understands the foregoing WAIVER AND RELEASE AGREEMENT (above) and by accepting intentionally and voluntarily agrees to its terms and conditions. Attendee's Parent/Guardian further certifies that such son/daughter/ward is in good physical condition and is able to safely participate in the event. Attendee's Parent/Guardian hereby authorizes medical treatment for such son/daughter and grants access to such child's medical records as necessary and as stated above. I have read this document and I fully understand its content, warning of risk, assumption of risk and waiver and release of all claims. I understand that by signing below, I have given up substantial rights. I have voluntarily accepted this release. By accepting you agree, warrant and covenant as follows. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.