

WAIVER & RELEASE OF LIABILITY

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 postpone, cancel, or modify the Activity due to unforeseen or unavoidable circumstances out of its reasonable control. In such cases, RiSE will endeavor to inform participants as quickly as possible. Where the Activity has to be postponed or cancelled due to circumstances outside of its reasonable control (including adverse weather conditions, Acts of God, Acts of Terrorism, etc.), RiSE shall not be liable for any inconvenience, expenses, costs, losses or damages suffered by participants. I understand that in the event of rain or sustained winds over 10 mph, the lantern release may be delayed. In the event the Activity is cancelled because of sustained winds and/or rain, only those participants who purchased Inclement Weather Insurance through the RiSE website will be entitled to a refund. I understand and acknowledge that RiSE will not issue me a refund if I did not purchase the inclement weather protection.
7. I understand and 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 images I take and post on the Internet of the Activity, in still and/or motion picture photography taken in connection with the Activity, 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 that any photos I take of the Activity, including those I post on the Internet, may not be used by me for any commercial purpose.
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.