

## **Country Club 2015 Waiver and Release of Liability Long Form**

In consideration of being allowed to participate in, and attend the Country Club 2014 event ("Country Club"), I understand, acknowledge and agree to the following:

1. I certify that I am physically able to participate in the Country Club and in any activity or performance associated with it and have not been advised otherwise by a qualified medical professional.
2. I Agree to comply with any and all rules, regulations, terms and conditions of the Country Club event, including but not limited to the following:
3. I understand that during Country Club, art installations, theme camps, and performances will be held and/or on display and I understand that these activities are not owned or operated by the American Safety Corporation of America, LLC, and I assume all risks of injury or death arising from their operation.
4. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks are include, but are not limited to, those caused by: (a) the actions, inactions, or negligence of the American Safety Corporation of America, LLC, participants volunteers, event officials and organizers; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of the participants; and (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING COUNTRY CLUB EVENT AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD THE American Safety Corporation of America, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS OR REPRESENTATIVES, OR BY THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.
5. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge and agree not to sue the American Safety Corporation of America, LLC, its officers, directors, members, employees, volunteers, representatives, agents, contractors and sub-contractors, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct Country Club events or activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to resulting from or arising out of my use and/or participation in any programs, events or activities of Country Club including any

- injury or damage to my person or property, or to that of any other person or property.
6. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any Country Club program, event or activity.
  7. I consent to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event or activity. I release the American Safety Corporation of America, LLC and all persons participating in any such medical treatment from all responsibility for any such actions.
  8. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
  9. I acknowledge that the Country Club name and logo are the property of the American Safety Corporation of America, LLC and Disorient organization, and I understand that the American Safety Corporation of America organization controls all rights regarding the licensing and reproduction of any imagery recorded at the event. I agree that I will not use the mark or logo of Country Club or the likeness of Country Club on any website or in any commercial manner.
  10. Holder hereby appoints the American Safety Corporation of America, LLC as his or her representative to protect his or her intellectual property or privacy rights, recognizing that the American Safety Corporation of America, LLC has no obligation to make any such action.
  11. I acknowledge that all vehicles including trucks, trailers and RVs entering and exiting Country Club are subject to search by Gate Volunteers and any other official of the event.
  12. I agree that the American Safety Corporation of America, LLC is not liable for acts of God, or actions taken by government agencies.
  13. I agree to these terms on behalf of any person whom I deliver any of the tickets I purchase, and I shall notify any such person of these terms when I deliver a ticket to them.
  14. The ticket purchaser ("you") voluntarily assume all risk of property loss, personal injury, serious injury or death, which may occur by attending Country Club 2014. You hereby forever release, discharge and shall hold the American Safety Corporation of America, LLC harmless from any claim arising from such risk even if caused by the negligent act or omission of the American Safety

Corporation of America, LLC or its officers, directors, employees, volunteers, contractors, agents or representatives.

15. A ticket to the event is a revocable license that may be revoked by the American Safety Corporation of America, LLC for any reason.
16. **Refund and Cancellation Policy:** Tickets are non refundable even if the event is terminated early or cancelled due to harsh weather, acts of nature, governmental regulation or conditions beyond the American Safety Corporation of America, LLC's control. Service fees are non refundable. Lineup and/or event offerings are not guaranteed and subject to change.
17. **Photography and Videography policy:** I UNDERSTAND AND ACCEPT THAT NO USE OF IMAGES, FILM OR VIDEO OBTAINED AT THE EVENT MAY BE MADE WITHOUT PRIOR WRITTEN PERMISSION FROM THE COUNTRY CLUB, LLC OTHER THAN PERSONAL USE. I understand that I have no rights to make any non-personal use of any image, film or video footage obtained at the event and that I cannot sell, transfer, or give the footage or completed film or video to any other party, except for personal use, and I agree to inform anyone to whom I give any footage, film or video that it can only be used for personal use. I also understand that my image may be captured on film, video or photographs without holder's consent and without compensation. Furthermore, I agree that, in the event I post, or allow to be posted, any images, still or video, on a personal website or a website controlled by a third party, that (1) in the event that the American Safety Corporation of America, LLC notifies me that any such images must be removed, for any reason whatsoever in the American Safety Corporation of America, LLC, 's sole discretion, I will promptly remove or cause to be removed those images; and (2) I will place, or cause to be placed, on any website in which such images are displayed a notice that the images can be used only for the poster's personal use and not for any other purpose and that downloading or copying of the image is prohibited. I further agree that, in the event any third party displays or disseminates any of my images in a manner not authorized by this agreement, I assign to the American Safety Corporation of America, LLC the copyright so that the American Safety Corporation of America, LLC can enforce against the third party any restrictions concerning use of the images and I appoint the American Safety Corporation of America, LLC as my attorney-in-fact to execute any documents necessary to effectuate such assignment.

BY PURCHASING TICKETS ONLINE AND/OR ATTENDING COUNTRY CLUB 2015, I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

This is a rain and/or shine event! No refunds will be granted.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_