

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To enter the park, a copy of this waiver must be completed and signed for every patron. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities:

I, _____ hereby affirm and acknowledge that I fully understand the hazards and risks
(Please print your first & last name)
associated with the many outdoor and other recreational activities in which I am about to engage at Pyro Arts and Music Festival. MFJ. The inherent risks and hazards include but are not limited to:

- 1) Injuries sustained from any and all **outdoor activities**, such as running, jumping, hiking, biking, climbing, camping, cooking, engaging in sporting events such as basketball, volleyball and more.
- 2) Injuries sustained from **objects** that are either natural or man-made, such as rocks, cliffs, trees and campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise.
- 3) Injuries and illnesses sustained from **swimming**, diving, scuba diving, cliff jumping, impacting the water, and/or water entering bodily orifices.
- 4) Injuries from hypothermia, heat stroke, dehydration, etc from exposure to the elements, such as rain, cold, excessive heat or the **weather** in general.
- 5) Physical and monetary injuries sustained due to personal **negligence** and/or the negligence of others, crowds, altercations with other patrons, the excessive use of alcohol, the prohibited use of illegal drugs, and the like.
- 6) Injuries or illnesses sustained from either **plants or animals**, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife or exposure to any plants or animals present within the park in general.
- 7) Accidents, injuries or illnesses occurring in **remote locations** where no immediate medical attention is available.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In making it possible to participate in many of the above-described activities and more, I both agree and acknowledge that:

- 1) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releasees: Music Festival Junkie Limited, Southington Off-Road Park, Joseph Pirtz and All other parties parties hired or volunteering at the event.
- 2) I hereby release the Releasees, their officers, directors, managers, employees, representatives, agents, volunteers, and other vessels from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of activities as stated above and otherwise.
- 3) By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees other than that set forth in this agreement.

*Covid waiver has been acknowledged, read and is accepted for all those entering both adults and minors. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHT BY SIGNING IT. I ALSO

makes no warranties, representations or assurances, expressed or implied, as to the Premises or its condition(s). I am not relying on any oral or written representations, warranties or assurances, expressed or implied.

Initials _____

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH COULD RESULT IN, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS , DISFIGUREMENT, INFECTION, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND/OR DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

The risks and exposures of Activity may include, but are not limited to, those caused by: terrain, facilities, temperature, fire, ice, lightning, other weather conditions, lack of hydration, condition of participants, exposure to intoxicants brought onto the Premises, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, performers, event officials, event monitors, and/or event producers. Sale or consumption of alcohol by individuals under 21 years of age is prohibited.

I agree to indemnify and hold harmless Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf against or involving Releasees. If Releasees incur any of these types of expenses, I agree to promptly reimburse Releasees upon demand. I acknowledge that Releasees and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or Activity on the Premises.

I acknowledge and agree that children or legal minors (under 18 years of age) brought onto the Premises for any reason whatsoever shall be fully attended, supervised and cared for at all times. As a parent or legal guardian, I agree to release, hold harmless, and indemnify the Releasees in full force and effect as it is otherwise stipulated within this Agreement, any and all claims which may be brought on behalf of my minor child.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THE IMPLICATIONS AND CONSEQUENCES OF ITS TERMS, IN ADDITION TO ITS EFFECT AS A RELEASE OF LIABILITY, AN AGREEMENT TO HOLD HARMLESS, AND AN AGREEMENT TO INDEMNIFY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE RELEASEES AND THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND AL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RELEASEES.

Initials: _____ Initials _____

To the extent that statute or case law does not prohibit complete release, hold harmless, and indemnity against damages, this Agreement shall be effective and enforceable in several parts to the maximum extent permitted by law. In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

NAME (PRINTED)

SIGNATURE

DATE