

2022 Firefly Arts Collective, Inc. ("FAC") Release of Liability and Assumption of all Risks ("Release")

In consideration for the opportunity to participate in Firefly 2022, held June 29th to July 4th in Bethel, VT, and its related events and activities, including Work Weekends and Early Arrival (collectively, the "Event"), I, the undersigned, acknowledge, appreciate and agree that:

- I certify that I am physically able to participate in the Event and in any associated activities, and that I have not been advised otherwise by a qualified medical professional. I understand that my entry into the Event site may be subject to some form of health check process that may include providing proof of COVID-19 vaccination status, a recent negative COVID-19 test, and/or other health or safety requirements.
- I understand that the health check requirements may change over time in the sole determination of FAC, based on public health directives, and I agree to carefully review all current health check requirements published on the FAC website prior to my departure for the Event. I understand that if I am unable or unwilling to satisfy all health check requirements in place at the time of the Event, I will be denied entry to the Event and will not receive a refund.
- I am solely responsible for my own survival and well-being (as well as responsible for any minors who may accompany me), including but not limited to bringing an adequate supply of water and food as well as bringing and securing my own shelter. I agree to read and comply with all applicable federal, state and local laws. I agree to read and comply with all signage and written and/or posted rules with respect to the Event, and I understand that my failure or refusal to do so may result in my expulsion from the Event without a refund.
- I understand and acknowledge that the nature of the Event entails certain inherent risks, exposures and hazards, including but not limited to the potential for embarrassment, emotional distress, other psychological or emotional harm, bodily injury, disease, COVID-19, strains, fractures, burns, permanent paralysis, dismemberment, permanent disability and/or death.
- I understand and acknowledge that certain skills, equipment, and personal discipline may reduce these risks but will not eliminate them entirely. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, including without limitation the Released Parties as defined below.
- I understand that the Event is subject to enhanced health and safety measures due to COVID-19, and despite these measures I understand that there is a risk of exposure to COVID-19 or other communicable disease at any gathering like the Event regardless of tests or vaccination status. I knowingly and voluntarily assume the risk that I may be exposed to or infected by COVID-19 or another communicable disease or illness, and/or that I may expose or infect others, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.
- I attend the Event solely at my own risk. I understand and acknowledge that no guarantees, expressed or implied, have been made about my safety, and I participate at my own risk. I understand the care I might receive at the Event consists of first-aid, first-aid advice or assistance. I further understand that if I want medical services, I will be

advised to contact my own physician or referred to the closest emergency facility. I consent to any first-aid treatment or advice which may be necessary as a result of my participation in the Event. If I become incapacitated and am unable to give consent for first-aid or other medical service, I hereby grant all appropriate volunteers or medical personnel permission to perform first-aid or other medical services they deem appropriate.

- I hereby release and forever discharge FAC, Event personnel or volunteers from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered during my time at the Event. I understand that all costs associated with medical care and treatment for injuries resulting from my participation in the Event, including medical transport if necessary, are my sole responsibility.
- Photographs, video, and/or sound recordings of any participants or creative work cannot be used for commercial purposes without the express permission of the subjects or artists and of Firefly Arts Collective, Inc. I understand that my ticket is a revocable license that may be revoked by Firefly Arts Collective, Inc. with or without cause, and that all fees and associated costs paid in registration for the Event are not refundable for any reason, under any circumstances. Commercial vending and/or advertising are prohibited.

In consideration for the opportunity to participate in the Event, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, indemnify, and hold harmless 1) the owners of the land upon which the Event is held, 2) the organizers of the Event, and/or volunteers at the Event, 3) the sponsoring corporation, Firefly Arts Collective, Inc. ("FAC"), 4) any and all companies who provide goods and/or services to FAC and/or the owners of the land on which the Event is held for the purposes of holding the Event, and 5) any and all other participants (collectively, the "Released Parties"), with respect to any and all injury, disability, death, or loss or damage to person or property associated with my presence or participation in the Event, whether arising from the negligence of the Released Parties or otherwise, and to the fullest extent permitted by law. I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. IF PART OF THIS RELEASE IS FOUND TO BE INVALID OR OTHERWISE LIMITED BY APPLICABLE LAW, IT IS MY INTENTION THAT ALL REMAINING PROVISIONS BE INTERPRETED CONSISTENT WITH THE INTENT EXPRESSED IN THIS PARAGRAPH. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO TAKE LEGAL ACTION. I FURTHER ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY. IF APPLICABLE (IF PARTICIPANT IS UNDER 18), MY PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR ME TO TAKE PART IN THE EVENT AND HAS INDICATED THEIR PERMISSION BY SIGNING BELOW.

Signed, Name:

Date: