

PARTICIPATION WAIVER, RELEASE OF LIABILITY & INDEMNITY FOR:

<i>Print Full Name of Participant:</i>	(First)	(M.I.)	(Last)
<i>Date of Birth:</i>		<i>Age:</i>	
<i>Phone:</i>		<i>Email:</i>	
<i>Street Address:</i>		<i>City, State and Zip Code:</i>	
<i>Emergency Contact :</i>	<i>(Name)</i> <i>(Phone)</i>	<i>Relationship to Participant:</i>	

In consideration of being allowed by **Light at the Lighthouse Music Festival (LATL)** to participate in any way in its activities including, but not limited to, skateboarding ("activities") and to use its equipment and facilities, I hereby agree to release, indemnify and discharge **LATL**, its agents, owners, officers, directors, employees, contractors, any club, organization and volunteers including medical and paramedical personnel appointed for the activities, the owners, licensees, and occupiers of land, including the City of Los Angeles, on which the activities or any part of it are conducted or which is involved directly or indirectly with the activities in any manner whatsoever and promoters, sponsors and activities organizers ("RELEASED PARTIES"), on behalf of myself and my spouse, children, parents, heirs, assigns, personal representative and estate as follows: **Express Voluntary Assumption of Risk:** I understand that my participation in activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to others. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. The activities expose participants to the usual risks of cuts and bruises. Other more serious risks exist as well. Participants may fall off of equipment or collide with other participants or lose control while in the air and traveling at high rates of speed which is dangerous and can cause fractures, paralysis and/or death. I knowingly and freely assume all such risks even if arising from the negligence of any of the RELEASED PARTIES or others, and accept and assume full responsibility for my participation. **Liability Release and indemnity:** I hereby voluntarily release, forever discharge and agree to defend, indemnify and hold harmless RELEASED PARTIES from, for and against any and all claims, demands, or causes of actions which are in any way connected with my participation in the activities or my use of **LATL** equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES. **Attorneys' Fees:** Should any of the RELEASED PARTIES, or anyone action on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. **Insurance:** I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. **Physical Fitness:** I have independently assessed the activities and I am physically fit to participate in the activities in which I have chosen to participate and have not been advised otherwise by a medical practitioner. I do not have any possibly relevant pre-existing medical or physical conditions which have not been disclosed to **LATL**. I further certify that I am willing to assume the risks of any medical or physical condition that I have may have. **Equipment and Facilities Inspection:** I agree that before I participate in the activities, I will independently inspect the related facilities and equipment. I will immediately advise **LATL** of any unsafe condition that I have observed and will refuse to participate in the activities until all unsafe conditions observed by me have been remedied. I acknowledge that reasonable safety precautions are undertaken by **LATL** (such as supervision, helmet safety checks), but such are a service to me and other participants and are not a surety of safety. As a participant in the activities, **I hereby agree to wear a suitable helmet and closed toe shoes** while participating in any skateboarding activities within the controlled area of the event. I hereby acknowledge that I have the sole responsibility for my personal property during the activities. **Medical Treatment:** I hereby consent and consent on behalf of the Minor participant for whom this waiver has been signed, to receive any medical, e.g., first aid, treatment that **LATL** considers reasonably necessary during or after the activities. **Image Release:** In consideration of **LATL** permitting me to participate in the activities, I hereby grant permission to **LATL** and its successors and assigns to use my name, image and likeness in direct connection with the activities for promotional broadcasting or reporting purposes in any and all manner and media. **General:** In the event that I file a lawsuit against **LATL** or any of the RELEASED PARTIES, I agree to do so solely and exclusively in a state or federal court in the State of California and further agree that the substantive law of the State of California shall apply in that action without regard to the conflict of law rules of that state. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree that, if the participant is a minor (under the age of 18): this Waiver, Release of Liability and Indemnity agreement is made on behalf of that minor participant and that all of the releases, waivers and promises and consents herein are binding on that minor participant; I represent that I have full authority as **Parent or Legal Guardian** to bind that minor participant to this agreement; and, further, I agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of actions for personal injury, property damage, death or otherwise which are brought by, or on behalf of such minor, and which are in any way connected with the participation by such minor in the activities or his or her use of **LATL** equipment or facilities, including injuries or damages caused by the negligence of RELEASED PARTIES, except for injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activities, I may be found by a court of law to have waived my or the Minor participant's right to maintain a lawsuit against **LATL** or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I acknowledge the terms and conditions of this document are contractual in nature, are intended to have legal effect and are not a mere warning or recital. **I have read and understand it, and I agree to be bound by its terms.**

Signature: _____ Print Name _____ Date _____

(Participant or Parent/Legal Guardian, if under age 18)

ABOVE SIGNATURE MUST BE WITNESSED

Witness Name: _____ Signature: _____ Date _____

[TO BE COMPLETED BY LATL STAFF]

Is form properly completed and signed? ___ YES! ___ NO (advise complete)

Staff Name: _____ Staff Signature: _____ Date _____