

EUPHORIA 2016 EVENT TERMS, CONDITIONS, WAIVER, AND RELEASE

IN CONSIDERATION of _____, a minor child being allowed to attend the 2016 Euphoria event (the "Event"), THE UNDERSIGNED ADULT AGED 18 OR OVER, WHO ALSO HEREBY CERTIFIES THAT I AM THE BIOLOGICAL PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND SUFFERING FROM NO LEGAL DISABILITY AND HAVING FULL PARENTAL RIGHTS AS TO SAID MINOR CHILD PARTICIPANT ("Participant") agree that I and said Participant will comply with any and all rules, regulations, terms and conditions of the Event, and bind my successors, heirs, subrogees, agents, and assigns to same, and on behalf of and on behalf of said Participant and myself (who shall also collectively be known herein as "Participant"), agree and covenant not to sue, and to hold harmless and indemnify (1) the owners of Ooh La La Lavender Farms (including Linda J. Hallman and David J. Hallman); (2) Flashpoint Artists Initiative Inc. ("Flashpoint"); (3) Ooh La La Lavender, LLC; and (4) each of those entities' and individuals' respective affiliates, officers, agents, representatives, workers, owners, Directors, members, manages, partners, devisees, legatees, heirs-at-law, estates, successors in interest, principals and agents, contractors, employees, and volunteers, all collectively the "Releasees," including but not limited to as follows:

1. Participant acknowledges that there are certain inherent and substantial risks associated with the Event, including the presence of a lake, creeks, uneven terrain, flora, fauna, fire (including bonfires, campfires and mobile flame vehicles), flooding, roads which may become impassable, smoke, temporary and permanent structures and installations (including bridges), and their associated equipment and materials, and other related hazards, and that these risks include those of damage to my or the child's property, serious injury, dismemberment, and death.
2. Participant acknowledges that there are risks associated with the acts and omissions, negligent or otherwise, of Participant and other Event attendees, including intoxication and consumption of food, beverage, and other substances, personal injury, property damage, death, and other harm, all of which risk Participant assumes voluntarily to the maximum extent allowed by law, including of bodily injury and death. Participant acknowledges that Flashpoint does not and shall not hire or provide the services of any lifeguards or water safety personnel, and does not warrant or certify the rating or load capacity of the premises roads or bridges.
3. Participant acknowledges that the risks stated herein, as well as other attendant known and unknown risks, are the sole responsibility of Participant, and hereby agrees to knowingly waive any and all claims Participant has, may have, will have, or could have against Releasees related in any way to the Event or the operation of and management of Flashpoint, including expressly for personal injury, property damage, emotional distress, negligence, breach of duty, breach of contract, and death ("Claims"). Participant agrees to indemnify and hold harmless Releasees from all such Claims, covenants not to sue as to such Claims, and agrees this shall include payment by Participant to Releasees for any and all actual attorneys' fees incurred pursuant to this indemnification or otherwise hereunder, and for enforcing this agreement. Moreover, in the event that the Minor child, upon reaching the legal age of majority, asserts any claim or cause of action against the Releasees, the undersigned Parent or Guardian shall hereby agree to hold harmless and indemnify the Releasees in such legal action in the same manner and for the same reasons, claims, damages, causes of action legal and equitable, and as to the same parties, as otherwise covered in this Agreement, and as to any damages awarded to said minor child in any such legal action, including any attorney's fees awarded in the action, or incurred in defense of the action.
4. Participant agrees that any lawsuit against Releasees regarding any Claims or the Event must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the last published day of the Event, or is forever waived. Participant also agrees that the term "Event" includes any build, pre-build, or other preparatory activities, whether or not on the Event premises. In the event any federal, state or local law provides that a statute of limitations for such Claims as may accrue to a minor cannot and does not run until such minor reaches the age of majority, such Claims must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the date the minor child reaches the age of majority, except that if such law also allows Participant to bring suit on behalf of the minor child, any lawsuit against Releasees regarding any Claims or the Event must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the last published day of the Event, or is forever waived.

5. By signing below, Participant certifies that Participant is of sound mind and is 18 years of age or older, suffers from no legal disability, and has read and voluntarily agreed to the terms herein, and has also **read and reviewed the Event Survival Guide, and all posted Rules and Regulations**, and hereby affirmatively agrees to abide by and be bound by such while at the Event, and understands that a failure to abide by any of these documents may result in the removal of Participant from the Event, without refund, at the sole discretion of Flashpoint, and that Participant hereby waives any damages or claims against Releasees which may or could otherwise accrue or arise from such removal. Furthermore, the undersigned hereby certifies that they have legal custody of said minor child, or are their lawfully appointed guardian under applicable law, and have actual authority to sign on behalf of said minor child.
6. Moreover, the undersigned Parent or Guardian hereby assumes any all responsibility to any and all Releasees, other participants in the Events, or other third parties, and all associated risk, with regard to any acts and omissions of any kind of the minor child while at the Event premises, or traveling to or from the Event premises, which result in any harm, damage, or equitable causes of action whatsoever, and the Parent or Guardian hereby acknowledges and agrees that they are fully responsible for the minor child at all times.
7. I, as Parent or Legal Guardian, also acknowledge that the Event may and likely will contain themes and material commonly considered adult in nature, and which legally, and possibly morally, may not be appropriate for exposure to minor children. I acknowledge that I have the sole responsibility to protect my child from any such themes and material, even those which the locations where they may be found are not always apparently marked, and that I am solely responsible for what my minor child sees and does at the Event.

Parent or Guardian's printed name

Date

Parent or Guardian's signature

Parent or Guardians DL # and State

Minor Wristband Number

Parent or Guardian Wristband Number

Cell Phone number of Parent or Guardian
For emergency contact purposes

Approximate Location or Camp
I expect to be camped in (optional).

OPTIONAL: AUXILIARY EMERGENCY CONTACT AND ALLERGY INFORMATION
Parents and Legal Guardians: you are not required to complete this section, however, you are highly encouraged to do so.

I, the undersigned parent/legal guardian of the minor child specified herein, hereby designate the following individuals as secondary and tertiary emergency contacts, and hereby authorize Flashpoint and its agents, employees, and contractors, in the event that I cannot be located or contacted, to contact and discuss said minor child's location, status, health, physical state, and to convey any information needed to make a decision in any situation which Flashpoint or its agents, employees, contractor decide, in their sole discretion, constitutes an emergency:

_____ Name of Emergency Contact	_____ Relationship to Child	_____ Gender
_____ Address		_____ Phone Number 1
_____ Physical Description		_____ Phone Number 2
_____ Minor Child's Known Allergies		
_____ Minor Child's Known Medical Conditions		
_____ Minor Child's Known Medications		

NOTE – THIS DESIGNATION IS *NOT* AUTHORIZATION TO RELEASE THE MINOR CHILD TO THE EMERGENCY CONTACT'S CUSTODY – FLASHPOINT WILL ONLY RELEASE YOUR CHILD TO THE PARENT OR LEGAL GUARDIAN, SOMEONE DESIGNATED BY THE PARENT OR LEGAL IN A SIGNED WRITING, OR SOMEONE DESIGNATED BY AN AUTHORIZED STATE OR LOCAL EMERGENCY SERVICES OR LAW ENFORCEMENT OFFICIAL. MOREOVER, YOU REMAIN SOLELY RESPONSIBLE FOR YOUR MINOR CHILD AT THE EVENT, AND NOTHING HEREIN CONSTITUTES AN ACCEPTANCE OF LIABILITY OR GUARANTEE OF ANY STANDARD OF CARE BY FLASHPOINT OR THE RELEASEES. THIS INFORMATION WILL BE USED BY FLASHPOINT, ITS AGENTS, VOLUNTEERS, DIRECTORS, OFFICERS, AND ASSIGNS, AND MAY BE SHARED WITH EMERGENCY SERVICES PERSONNEL, MEDICAL PERSONNEL, OR LAW ENFORCEMENT PERSONNEL AS NECESSARY TO PROTECT THE INTERESTS AND HEALTH OF THE MINOR CHILD, IN THE SOLE DISCRETION OF OF FLASHPOINT, BUT WILL NOT BE USED FOR ANY OTHER PURPOSE.

_____ Parent or Guardian's printed name	_____ Date
_____ Parent or Guardian's signature	

EUPHORIA 2016 RULES AND TERMS

1. Euphoria has a Sound Policy which applies to all camps and participants running amplified sound, which is available for review at Connexus and the entry Gate. Failure to comply may result in loss of permission to run amplified sound, or removal from the Event.
2. Photography and video images may only be taken of participants and their property, including art installations, by first asking and obtaining permission from the individual or owner. Photographs and video images may not be used for commercial purposes or personal profit without the express written permission of the Flashpoint Artists Initiative, Inc. ("FAI") Board of Directors and the individuals in the photographs (or the owner of any intellectual or other property in the photographs). Violation of this policy may result immediate ejection from the Event and other penalties allowed by applicable law.
3. **All participants must read and abide by the Survival Guide**, which is available on the Event website at <http://www.alchemyburn.com>, and also at the entry gate and Connexus, and is incorporated into these Rules and Terms by reference.
4. Participants may be permitted a limited time to load or unload vehicles at their camp. However, participants may also, in the sole discretion of FAI, be required to transport their materials to or from their campsites by other means, which may include shuttle service provided by FAI personnel or other volunteers and third parties, or by foot. You will need to check with the arrival gate at the time of arrival to confirm the current policy when you arrive. Failure to abide by this policy may result in unilateral removal of your vehicle by FAI personnel or individuals contracted by them to the official parking area, or other enforcement actions, without further notice to you, and neither FAI, nor any individual performing such action shall be liable to anyone for any damages associated with such removal or enforcement actions.
5. Service animals are welcome at Euphoria provided that you have pre-registered that animal as required by the Survival Guide. Otherwise, Euphoria does not allow pets on-site, and if you are caught with an unauthorized animal of any kind on site, you will be asked to leave. Service animals must remain on a leash at all times, and the animals owner and handler are fully responsible for the animal at all times.
6. Euphoria is an all-ages event. However, all children under the age of 18 must be accompanied by a parent or legal guardian. FAI reserves the right, but is not obligated, to contact local emergency services or law enforcement as needed in its sole discretion in order to protect the safety and well-being of any unaccompanied minor child found at the Event without further notice. Euphoria contains adult themes, some of which may not be appropriate for minor children – parents and guardians bear sole responsibility for the minor children they accompany and their experience at the Event.
7. All participants are required to abide by any and all federal, and state and local laws, including as pertain to firearms, fireworks, tobacco, alcohol, and controlled substances. Violation of any of these laws may be grounds for immediate ejection from the Event without refund at the sole discretion of FAI, without refund.
8. All vehicles including trucks, trailers and RVs entering the Event are subject to search by FAI personnel for stowaways, animals, guns, or other prohibited items.