

## **Terms and Conditions, Waiver and Liability Release**

In consideration of being allowed to participate in and attend Lighting of the Moon (the "Event"), which shall take place at New Haven Native American Church in Douglas County, MO, this July 26 through July 29, 2018, I agree to comply with any and all rules, regulations, terms and conditions of the Event, including but not limited to, the following:

1. I certify that I am physically able to participate in the Lighting of the Moon event and in any activity or performance associated with it, and have not been advised otherwise by a qualified medical professional.

2. I acknowledge and fully understand that as a participant or attendee I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss, and social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of the organizers of the event, Lighting of the Moon, New Haven Native American Church, and its officers, directors, employees, agents, representatives, and volunteers (collectively, Lighting of the Moon), and its participants, volunteers, vendors, and spectators;

(b) conditions of the premises or equipment used;

(c) rules and regulations regarding the activities;

(d) temperature;

(e) weather,

(f) condition of 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 the Event. I hereby forever, release, discharge, and hold harmless, New Haven Native American Church from any claim arising from such risk, even if arising from the negligence of New Haven Native American Church or by third parties, and I assume full responsibility and liability for my participation.

3. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue New Haven Native American Church, its officers, directors, members, employees, volunteers, representatives, agents, landlords, contractors and subcontractors, and other participants, vendors, sponsors, affiliates, and if applicable, owners and lessors of equipment, art installations and premises used to conduct the Event or related activities (collectively the "Releasees"), for any and all claims and damages, injuries, losses, liabilities and expenses that I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in the Event, including any injury or damage to my person or property, or to that of any other person or property. I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree to indemnify, defend, and hold the "Releasees" harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities, and expenses relating to or resulting from, or arising out of my participation or attending of the Event, including any programs, event or activity at the Event.

4. If I am a parent or guardian I acknowledge that I am responsible for my children & minors at all times. I understand that there are creeks with swimming holes at the Event site, and that I am solely responsible for ensuring that my children & minors do not enter the water unattended. I hereby release New Haven Native American Church and their respective agents, employees and subcontractors, whether paid or volunteer, from any liability related to injuries or accident, which may arise from my children or minors (or children in my care) entering into the water, or participation in any Event class, workshop, or activity.

5. I understand that there are no lifeguards on duty at the Event. I understand that if I choose to enter the water, I do so at my own risk, and release New Haven Native American Church from any and all related liability.

6. I acknowledge and understand that the following are prohibited:

- – Glass

---

- – Pets, Animals
- – Weapons & Firearms
- – Amplified sound systems
- – Loud Generators (unless necessary for medical reasons)
- – Open Fires
- – Illegal Drugs
- – Fireworks or Explosives

I acknowledge and understand that all vehicles, including trucks, trailers & RV's entering the Event are subject to all laws, insurance requirements and search by staff for stowaways, animals, pets, weapons, illegal drugs, fireworks or other prohibited items.

7. I acknowledge that I must bring enough food, water, shelter and first aid to survive the Event.

8. Public nudity is prohibited at the Event. I understand that I must remain clothed at all times when in public areas, and that I must wear a bathing suit (or other similar garment) when swimming.

9. I consent to medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release New Haven Native American Church and all persons participating in any such medical treatment from all responsibility for any such actions.

10. I understand that minors under 18 years of age can attend the Event only if accompanied by a parent or guardian, and that if I bring a minor to the Event I agree to the contractual terms contained in these Terms and Conditions on behalf of the minor.

11. In the event I obtain tickets for any other person or persons, I recognize that I am acting as that person's agent, and due to this agency relationship I agree to these terms on behalf of any person to whom I deliver any of the tickets and I shall notify any such person of these

terms. By entering the venue or grounds with or without a ticket to the Event you are hereby in agreement with the Terms & Conditions and release all liability.

12. I agree that New Haven Native American Church is not liable for acts of God, the weather, strikes, protests, terrorism, or actions taken by government agencies and similar causes. I understand that tickets & passes sold are 100% non-refundable, non-returnable even if the Event is terminated early or cancelled, or entry conditions are modified, due to harsh weather, acts of nature, governmental regulation or conditions beyond New Haven Native American Church control.

13. I understand that the Event is a LEAVE NO TRACE, "PACK-IT-IN, AND PACK-IT-OUT" EVENT. I shall bring home with me anything I bring in, including garbage and recycling.

14. I understand that the Event is taking place during a high fire danger period and that open fires outside of the Event's pre-designated locations are not allowed. If I smoke, I shall properly extinguish my cigarette butts and pack them out in adherence with LEAVE NO TRACE principles.

15. I understand that New Haven Native American Church reserves the right to refuse entry, and that my Event ticket/permission to be present at the Event may be revoked by New Haven Native American Church at any time, for any reason.

#### 16. Refund and Cancellation Policy

All sales are final. No refund or exchanges will be issued for any reason. Tickets may be transferred to other individuals.

#### 17. Use of Images

By attending the Lighting of the Moon event, I accept the Terms and Conditions for the use of photographic imagery, whether still, or by video, I understand and accept that no use (other than personal use) of images, film or video obtained at the Event may be made without prior written permission from New Haven Native American Church. "Personal Use" of images, film or video means sharing with friends, family, displaying on personal (non-commercial) websites, (so long as such website does not purport to be an official website of New Haven Native American Church and/or displaying on photo sharing websites. Please note that photographic imagery taken of Native Americans in their regalia is an offense to their heritage and culture, if not first given verbal permission by that Native American person.

I understand that any commercial photography, film, or video recording requires prior written permission from New Haven Native American Church. Without such permission, I have no right under this agreement to sell, transfer, license, sublease or give any of my images, footage, film or video obtained at the Event to any other party, except for Personal Use. In the event that a third party obtains and uses any of my images, footage, film or video for anything other than Personal Use without such written permission from New Haven Native American Church, I agree that any permission, license or rights I may have granted this third party is completely void and invalid and that New Haven Native American Church has the absolute right, to require the third party to cease all use of the images, footage, film or video.

The only Creative Commons license approved by New Haven Native American Church for personal use licensing is the Creative Commons BY-NC-SA license, Attribution-Noncommercial-ShareAlike

<http://creativecommons.org/licenses/by-nc-sa/3.0/>

18. I acknowledge that while at the Event my likeness may be captured on film, video or photography, which may subsequently be displayed or disseminated without my consent or payment of compensation to me, and I release New Haven Native American Church from any liability due to such filming, photographing, or dissemination. Furthermore, I acknowledge that my likeness may be used by New Haven Native American Church and/or those granted written permission from New Haven Native American Church for this event documentary and/or promotional purposes.

19. Ingress and Egress to the Event

Due to the location of the event, the limitations of vehicle capacity of the roads leading to the Event, location and restrictions placed by the government on maximum population at the Event, you may be subject to lengthy delays in entry to the Event and in leaving the Event.

20. These Terms and Conditions may be changed by New Haven Native American Church prior to the Event, in which case the revised Terms and Conditions will apply. The most current version can be found at our website, [lightingofthemoon.com](http://lightingofthemoon.com). I agree to read and abide by all the information presented online at [lightingofthemoon.com](http://lightingofthemoon.com) and their Terms and Conditions.

I ACKNOWLEDGE THAT I HAVE READ THESE TERMS AND CONDITIONS, WAIVERS 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.