

The Lights Festival

ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS AND LIABILITY RELEASE

In consideration for being allowed to volunteer as part of the The Lights Festival presented by Viive Events LLC, a Utah limited liability company, and Viive Events LLC, a Utah limited liability company on the date of the event.

I, as the "Volunteer" ["the Undersigned" means the Volunteer when the Volunteer is age 18 or older AND both the Volunteer and the Volunteer's parent or legal guardian when the Volunteer is under the age of 18] understand, agree to, and accept the following:

WARNING: All forms of sky lantern releasing and related activities can be hazardous, including without limitation (1) slipping and falling on surfaces made wet or slippery by rain, (2) eye injury if goggles or other eye protection are not worn, (3) serious burns to you or others, and (4) damage to your personal belonging. You must be aware of your surroundings and you participate at your own risk. No lantern is to be brought from home; only lanterns provided by Event staff may be used. You must comply with instructions and commands from Event security and staff at all times. You must not release your sky lantern before being instructed by the event staff. Your safety depends on exercising your own judgment about your own safety.

Be alert to the many risks, including, but not limited to, flaming sky lanterns floating through the air from all directions, wet or slippery surface conditions, and collisions with other Volunteers, participants, spectators, and man-made and natural objects. Also be aware that your clothes and other personal items may become damaged by sparks or flame, which can ruin or otherwise harm them.

In consideration of allowing the Volunteer to participate in the Event, the Undersigned hereby agrees to ASSUME ALL RISKS associated with the Volunteers participation in the Event. The Undersigned agrees to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY The Lights Festival LLC, Viive Events LLC, the owner and operator of the Event venue, and their affiliated organizations and companies, insurance carriers, parents, agents, employees, representatives, assignees, officers, directors, and owners (each hereinafter a "Released Party") for ANY AND ALL LIABILITY and claims for injury or death to persons or damage to property arising from the Volunteer's participation in the Event, including those claims based on any Released Party's alleged or actual NEGLIGENCE or breach of any express or implied WARRANTY.

The Undersigned further agrees and understands that risks associated with the Event, in addition to those previously listed, include, but are not limited to: equipment malfunction, marked and unmarked obstacles, strenuous activity, and the actions of others directly or not directly involved in the Event. Volunteer understands and acknowledges he/she has been informed and understands all Event rules and regulations. Volunteer assumes the risks of engaging in Event activities. Volunteer recognizes and understands that being struck by thrown paint and collisions with other Volunteers occur and injuries may be a common and ordinary occurrence at the Event.

I understand that I may take the opportunity to inspect the venue before the Event.

In consideration for allowing the Volunteer to participate in the Event, the Undersigned agrees that ANY AND ALL CLAIMS for injury and/or death arising from the Volunteer's participation in the Event shall be GOVERNED BY UTAH LAW and EXCLUSIVE JURISDICTION of any claim shall be in the State or Federal COURTS LOCATED IN SALT LAKE COUNTY, STATE OF UTAH. Recognizing the risk and dangers, the Undersigned understands the nature of Event activities and voluntarily chooses for Volunteer to participate in and expressly assume all risks and dangers of the Event, whether or not described above, known or unknown, inherent or otherwise.

In the case of a minor Volunteer, the undersigned parent or legal guardian acknowledges that he/she is also signing this agreement on behalf of the minor Volunteer and that the minor Volunteer shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor Volunteer, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Event. The Undersigned parent or legal guardian also agrees that if the Volunteer is injured, the parent or legal guardian authorizes medical care for the Volunteer

and/or transport of the Volunteer to a medical facility at the parent/legal guardian's expense. Nevertheless, no provision in this agreement shall create a duty to provide medical care or transportation to any Volunteer. The furnishing of medical care is neither an admission nor an assumption of liability by the Released Parties.

By accepting this agreement without a parent or guardian's signature, the Volunteer represents that he/she is at least 18 years of age, or if accepting as the parent or guardian of a Volunteer, represents that he/she is the parent or legalguardian of the minor Volunteer.

If Volunteer is a minor: As a parent/guardian of the minor Volunteer, I have the authority to sign this agreement and hereby indemnify the Released Parties for awards, legal expenses, including reasonable attorney's fees and settlements arising out of any claims from the Volunteer's participation in the Event.