

## Release of Liability and Waiver Agreement

This Release of Liability and Waiver Agreement ("Release") is made and provided by the person signing below ("Participant") to participate in the 2024 Wicked Woods Music Festival ("Event") and all of the activities attended at the Event ("Activities"), including the camping services as hosted by the WW Music and Art Society ("WW Society"), a British Columbia Society and located at the Raven's Nest Resort and Campground on Highway #95 in British Columbia ("Property"), and for other good and valuable consideration, Participant agrees to all Terms set forth in this Agreement.

Participant acknowledges that entering into this Release is required as a condition to participating in the Event. The Effective Date of this Release is on the date of its execution and delivery by the Participant.

**1. Assumption of Risk.** Participant understands and is aware that the Activities involve inherent risks, dangers, and hazards. The Activities include, but are not limited to, dancing, walking, swimming, camping, and general recreation in conjunction with using the facilities and amenities located on the Property. The Participant may sustain serious injury, including but not limited to temporary or permanent disability, paralysis, death, and property damage. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others who are also participating in the Activities, the condition of the Property, adverse weather conditions, the conduct of other Participants at the Event, or the negligence of WW Society, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns ("Releasees"). PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS, DANGERS, AND HAZARDS THAT MAY OCCUR PURSUANT TO PARTICIPATING IN THE ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

**2. Participant's Representations.** Participant acknowledges and represents that: (1) Participant is qualified to participate in the Activities and is 19 years of age or older; (2) Participant will at all times wear appropriate attire for an outdoor music festival and while participating in the Activities as a attendee of the Event; (3) Participant understands that unless they have purchased specific Camping Package, they are responsible for their own provision of overnight sleeping gear should they be camping at any time during the Event; (4) Participant shall at all times follow all the rules and regulations for the Activities and of the Property, including rules governing parking and camping services offered by Wicked Woods Music Festival, and any other rules and regulations that may be established or modified by WW Society, which are presently attached to this Agreement as "Schedule A – 2024 Wicked Woods Music Festival Rules & Ticket Sales Policies"; (5) Participant has informed themselves about the Activities that will be involved in the Event, either by previous participation in the Activities or pursuant to his or her investigation; (6) Participant will not consume or be under the influence of any illegal substances at any time of participating in the Activities; (7) Participant has fully read and understands each of the provisions of this Release and acknowledges that the Participant is voluntarily waiving substantial legal rights, including the right to sue WW Society and the Releasees.

**3. Release from Liability.** Participant hereby agrees to waive and release any and all claims which Participant has or may have in the future against WW Society and the Releasees arising from the participation of the Activities for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, whether caused by the negligence of WW Society, the Releasees, or by any other reason.

Participant acknowledges and agrees that this Release is a complete release of any responsibility of WW Society and the Releasees for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action sustained by the Participant while participating in the Activities.

**4. Indemnification.** Participant agrees to indemnify, defend, and hold WW Society, along with Releasees, harmless from and against any third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Participant's participation in the Activities, whether or not arising out of WW Society and its Releasees' (1) negligence or willful misconduct; (2) violation of applicable law; or (3) material breach of any of the terms of this Release, and/or the Code of Conduct provided on the Wicked Woods Music Festival website at <https://www.wickedwoods.ca/code-of-conduct>.

**5. No Duty to Supervise.** Participant acknowledges and agrees that he or she is aware that WW Society and the Releasees have no duty to supervise the Activities of the Participant. The Releasees assume no responsibility or liability for the acts or omissions of WW Society, the Releasees, or any such related persons.

**6. COVID – 19.** Participant acknowledges that the COVID-19 virus is highly contagious and may result in serious injury or death. As a condition of your ticket purchase, and by entering the Event you voluntarily agree to assume all risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expenses, of any kind, that you may experience or incur as a result of contracting the COVID - 19 virus.

**7. Entire Agreement.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Except as expressly provided in this Release, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Release.

**8. Governing Law.** This Release shall be governed by, and construed and enforced in accordance with, the laws in force in British Columbia, excluding any conflict of laws rules or principles which might refer such construction to the laws of another jurisdiction. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of British Columbia and waive any objection relating to improper venue or inconvenience forum to the conduct of any proceeding in any such court.

**9. Severability.** In the event that any term or provision, or any portion of a provision, of this Release is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

**This Release of Liability and Waiver Agreement is available for download here:**

**<https://www.wickedwoods.ca/terms> Please take the time to download this document and review the same with a lawyer if you are unsure of the meaning and implications of any of its terms. By digitally signing this Agreement, you acknowledge that you have had time to inform yourself of the meaning and implications of the document and you have read and understood all the Terms.**