

ENGULF LLC – ENGULF REGIONAL BURN
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK

PARTICIPATION IN THIS EVENT ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOURSELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, CLOSE PROXIMITY TO AND/OR CONTACT WITH BURNING OBJECTS AND/OR FIRE, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN BURNS, SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK, OR OTHER SERIOUS INJURY. BY PARTICIPATING, I KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISK OF INJURIES, REGARDLESS OF SEVERITY, WHICH FROM TIME TO TIME MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THIS EVENT.

In consideration of the services provided by ENGULF LLC, a Louisiana limited liability company, who is the owner and operator of ENGULF (the “Event”) and my desire to spectate and/or participate in the activities and services provided by ENGULF LLC at the Event today and in the future (*ENGULF LLC and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all others persons, firms, or entities claiming by or through them are hereinafter known as “ORGANIZER”*):

I, _____ (*print name*), on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- a) agree to conduct myself at the Event in a safe and responsible manner;
- b) agree to abide by the guidelines set forth in the Survival Guide and the instructions and directions of Event staff, volunteers (including but not limited to Rangers, Medical, and Fire Safety personnel) and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to be present at, and participate in, the Event, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Event staff, volunteers, and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- c) agree to fully and forever waive, release and discharge ORGANIZER from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Event or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (i) my activities within the Event; (ii) the activities within the Event by others; (iii) the operation of the Event by ORGANIZER; (iv) my use of any and all of the Event facilities; and (v) my use of any and all equipment within the Event grounds, whether owned by me, ORGANIZER, or a third party;
- d) agree to indemnify and hold ORGANIZER harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Event;
- e) agree to accept and assume all of the risks which accompany the Event’s activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;
- f) fully understand that participating in the activities within the Event may involve physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Event; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Event; (iii) I have no mental or physical condition or symptoms that could interfere with my safety or the safety of others

while participating in any activity related to the Event, and understand and agree that I alone am responsible to determine whether I am physically and mentally fit to participate, perform, or utilize the activities, programs, equipment or facilities at Event, and that I am not relying on any advice from ORGANIZER in this regard; and (iv) will not use the Event and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;

g) acknowledge and agree to comply with the following list of **PROHIBITED ITEMS AND ACTIVITIES**: illegal controlled substances, firearms and/or weapons of any kind, trampolines, pets, personal fires, fireworks, explosives, handheld lasers, unauthorized vehicles, commercial vending except as otherwise authorized by ORGANIZER, fire art except where permitted in designated areas, generators outside of designated areas, any activity prohibited by federal, state, or local law;

h) acknowledge and agree that I will bring sufficient food, water, shelter, and first aid to survive the duration of the Event in an isolated environment, and that any fuel brought into the event must be held in an approved container;

i) acknowledge that ORGANIZER has the right to refuse entry to any person, art piece, installation, theme camp, or to prohibit any activity at its sole discretion;

j) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Event, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

k) authorize ORGANIZER, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media (“Images”). I acknowledge that ORGANIZER will own such Images and I grant permission, without compensation, for ORGANIZER, or any affiliated party of the Engulf brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

I agree that any legal proceeding shall be filed solely in the state of Louisiana and I further agree that the substantive law of Louisiana shall apply in that action without regard to the conflict of law rules of that state. I 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ORGANIZER on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____, 2018

PARTICIPANT:

(Signature)

(Print Name)