

THE BIG STING REGISTRATION AGREEMENT & WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, CONSENT TO MEDICAL TREATMENT AND PHOTO RELEASE

Please read the following Registration Agreement and Waiver carefully and be certain you understand the implications of signing as they affect your future legal rights. By purchasing the voucher to this Event, you acknowledge and agree that you have carefully read and fully understood the waivers and agree to the terms and conditions as set forth below.

The following must be carefully read and signed in consideration of being permitted to enter (for any purpose) the The Big Sting ("Event") and associated property, a recreational facility at Watson Lake, Arizona under the jurisdiction of City of Prescott, (collectively, the "Premises"). As used in this Waiver/Release/Indemnity Agreement, the term "Releases" is defined to include the following: (i) City of Prescott "Watson Lake" and Shadows Foundation its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, vendors, representatives, successors and assigns; (ii) any Event volunteers; (iii) the Premises; and (iv) any Event sponsors, advertisers, vendors, Event or Premises inspectors, surveyors, insurers, underwriters, consultants or other persons or entities who give recommendations, instructions or engage in risk evaluation or loss control activities regarding the Event or Premises and each of their respective shareholders, directors, officers, past and present employees, agents, representatives, successors and assigns.

NOTE TO MINORS: If you are under the age of 18, you may only attend the Event accompanied by an adult. You also acknowledge that your parent or guardian has reviewed, understood and agree to the terms below.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms below (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward.

IN CONSIDERATION FOR BEING OR HAVING MY MINOR CHILD/WARD BEING PERMITTED TO PARTICIPATE IN THE EVENT I DESIRE TO PURCHASE AND RELATED ACTIVITIES, I HEREBY AGREE, ACKNOWLEDGE AND APPRECIATE THAT:

1. I expressly acknowledge and agree that the Event carries with it inherent risks of serious physical injury and/or death and/or property damage. **Inherent risks** are risks that cannot be eliminated completely (without changing the nature of the Event) regardless of the care and precautions taken by **the Releases**. The Event requires transportation to and from the Premises, which may be made by car, boat, on foot, or by another form of transportation. I further understand that the Event contemplates various activities, including but not limited to, a concert or concerts, a beer and wine festival, food and beverage concessions, and an interactive playground and other games and that these activities themselves present to me inherent risks and other hazards. I understand that there are inherent risks may be magnified due to the fact that the Event is conducted within the hazards generally present in being outdoors and at night.
2. I understand and voluntarily, knowingly and freely assume all **risks associated with attending the Event and entering the Premises, including transportation to and from the Event and the Premises, including, but not limited to:**

1) Equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure); 2) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog, inadequate light, darkness); 3) inadequate first aid and/or emergency measures; 4) judgment- and/or behavior-related problems (e.g., erratic or inappropriate behavior by Event attendees, staff or volunteers; and 5) natural hazards (e.g. uneven terrain, lightning strikes, insects and/or animals, , and/or ticks). I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic.
3. I also understand that it is my responsibility to consult with my personal physician prior to participating in the Event to ensure that such attendance will not pose any unusual risks to my health and well-being. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely attend the Event, or that would result in my attendance creating a risk of danger to myself or to others. I understand that it is my responsibility to continuously **monitor my own physical and mental condition during the Event**, and I agree to notify appropriate personnel if at any point attendance would create a risk of danger to myself or to others. I am aware that there is no obligation for any person to provide me with medical care during the Event. If medical care is rendered to me, I consent to that care and/or transportation in order to obtain treatment in the event of injury to me as Releases, Event volunteers, or medical professionals may deem appropriate. I understand that I am solely responsible for payment of all costs resulting from rendering medical aid, ambulance service or any other incidental costs.

ON BEHALF OF MYSELF (OR MY MINOR CHILD/WARD) AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, I UNDERSTAND, AGREE AND REPRESENT AS FOLLOWS:

- 1) The actions or inactions of others (including Event attendees, staff or volunteers); 2) injuries, illness, contact or collision with other persons (including Event attendees, staff or volunteers) or objects whether natural or man-made; 3) artists' use of strobe lights or any other visual or sound effect; 4) my own actions or inactions (or the actions/inactions of my understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
1. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event and to obey all local, state, and federal civil and criminal laws or other instructions, regulations and/or rules provided by one or several of the Releases in advance of or while attending the Event. This includes, generally, respect for other people, equipment, property, or facilities. The possession or use of illegal or

illicit drugs is strictly prohibited while attending the Event and I further agree not to bring weapons or fireworks to the Event or the Premises. I agree that I must be 21 years of age to drink alcohol and must do so responsibly. The excessive consumption of alcohol, and all violent or inappropriate behavior will not be tolerated and the City of Prescott "Watson Lake" and Shadows Foundation reserves the right to pursue disciplinary action as it sees fit. City of Prescott "Watson Lake" and Shadows Foundation may dismiss me from the Event and the Premises at my own cost and no refund will be granted if the City of Prescott "Watson Lake" and Shadows Foundation or Release(s) determines my behavior endangers the safety of or negatively affects the Event. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time. City of Prescott "Watson Lake" and Shadows Foundation also retains the right to notify local law enforcement immediately. City of Prescott "Watson Lake" and Shadows Foundation choice to not take disciplinary action immediately is not a waiver of its rights against an individual at a later date.

2. City of Prescott "Watson Lake" and Shadows Foundation and the operator of the services reserve the right to refuse passage or disembark any service voucher holder whose physical or mental condition or behavior would be considered in the sole opinion of the service operator and/or City of Prescott "Watson Lake" and Shadows Foundation a risk to the voucher holder's own well-being or that of any other guest or crew member. The service operator reserves the right to disembark any guest whose behavior affects the comfort, enjoyment, safety or well being of other guests or of any crew. City of Prescott "Watson Lake" and Shadows Foundation will not grant a refund.
3. Resale of the voucher is prohibited and any such resale and/or transfer other than what is expressly allowed by City of Prescott "Watson Lake" and Shadows Foundation is prohibited and is void to the maximum extent allowed by applicable laws.
4. I specifically acknowledge and agree to abide by the following rules: 1) no wheeled conveyances, firearms, weapons, or outside food and beverage are allowed at the Event at any time; 2) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted other than expressly permitted by City of Prescott "Watson Lake" and Shadows Foundation; 3) no bottles, cans or glass containers, laser pointers, irritants (e.g., artificial noisemakers) may be brought to the Event. Please notify City of Prescott "Watson Lake" and Shadows Foundation if you have any ADA requirements or accommodations.
5. I acknowledge that City of Prescott "Watson Lake" and Shadows Foundation at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe or insecure. I agree that "emergency" is defined to mean any Event beyond the control of City of Prescott "Watson Lake" and Shadows Foundation including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the Event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.
6. I hereby give releases, their officers, directors, employees, contractors, vendors, affiliates, and agents, and its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, my or my minor child/ward's name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my or my minor child/ward's Likeness made in any medium, whether intentional or otherwise) in connection with the activity (ies) through the releases' business, products and/or services, including but not limited to for advertising, for publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my or my minor/ward's Likeness ("Results"). I waive any right to further compensation on behalf of myself and my minor child/ward. I further understand that City of Prescott "Watson Lake" and Shadows Foundation as sole owner has the full right to sell and/or profit from the commercial use of my or my minor child/ward's Likeness or to transfer or assign the rights to use such Likeness or Likenesses to any entity without restriction.

2. I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL CLAIMS, CAUSES OF ACTION, OBLIGATIONS, LAWSUITES, CHARGES, COMPLAINTS, CONTROVERSIES, COSTS OR EXPENSES, LOSS, LIABILITY, INJURY, DISABILITY, DEATH, REGARDLESS OF THE SEVERITY, WHETHER DIRECT OR INDIRECT, IN LAW OR IN EQUITY, IN CONTRACT OR IN TORT (collectively, "Claims"), the Releases and release the Releases from liability and responsibility whatsoever and for any claims or causes of action that I, or my minor child/ward, my or my minor child/ward's estate, heirs, survivors, executors, or assigns may have arising out of or connected with my (or my minor child/ward's) attendance at the Event or while on the Premises, whether caused by active or passive negligence of the Releases or otherwise. By executing this document, I agree to hold the Releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property arising out of, connected with, or in any way related to the Event of or activities me or my minor child/ward desires to participate in at the Event.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releases, other than what is set forth in this Agreement.

4. This release shall be binding to the fullest extent permitted by law.

BY PURCHASING A VOUCHER TO THIS EVENT, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.

I understand and agree that I may not make any still, audio or video recordings, broadcasts or webcasts of live music performances at the Event Without prior written approval from City of Prescott "Watson Lake" and Shadows Foundation. With respect to non-performance related still, audio or video recordings of the Event I may make ("Non- Performance Recordings"), I assign to City of Prescott "Watson Lake" and Shadows Foundation all rights, title, and interest in such Non-Performance Recordings. City of Prescott "Watson Lake" and Shadows Foundation grants to me a limited, non-exclusive right and license to use, for non-commercial purposes only, the Non-Performance Recordings.

Whenever possible each provision, term and covenant of this waiver will be interpreted in a manner to be effective and valid but if any provision, term or covenant of this waiver is held to be prohibited or invalid by a court of competent jurisdiction, then such provision, term or covenant will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision, term or covenant Or the remaining provisions, terms or covenants of this waiver.