



## YOUtopia Fall 2023

A 10 Principles Event: Participation, Communal Effort, Civic Responsibility, Radical Inclusion, Gifting, Civic Responsibility, Radical Self-Reliance, Leave No Trace, Immediacy, Decommodification

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# YOUtopia Parental Consent Release & Waiver of Liability & Assumption of Risk Agreement

**FOR GOOD AND VALUABLE CONSIDERATION**, including permission for the below named minor(s) to participate in **YOUtopia Fall 2023: Materia Magica**, a regional Burning Man Event, and related activities (hereinafter “Event”), I, the parent/legal guardian of the minor(s) listed below for myself and on behalf of the minor(s):

1. Consent to the minor(s) participating in the Event; agree that prior to the minor(s) participation in the Event. I will inspect the facilities, equipment, and areas where the Event is being conducted for the safety of the minor(s), and, if I believe any of the facilities, equipment or areas are unsafe, I will immediately advise the person(s) supervising the Event.
2. Acknowledge that I fully understand that the minor(s) participation may involve risk of serious injury or death, including economic losses, which may result not only from the minor(s) own actions, inactions, or negligence, but also from the actions, inactions, or negligence of the San Diego Collaborative Arts Project, Inc. (“SDCAP”), participants or others, or the condition of the facilities, equipment, or areas where the Event is being conducted.

Hereby forever release, indemnify and hold harmless SDCAP, its board members, directors, officers and agents, as well as related entities The Burning Man Project (“Burning Man”) and the DeAnza Springs Resort (“DeAnza Springs”) (collectively known as “YOUtopia”) and their officers, employees, volunteers, directors, and agents from any and all claims, demands, suits, losses, costs, charges, expenses (including legal expenses), damages, liability or cause of action against YOUtopia attributable to the minor(s) participation in the Event, whether same shall arise by their negligence or otherwise.

3. Assume all responsibility for any and all risks of personal injuries to the minor(s) and authorize YOUtopia to render any medical treatment that may be deemed necessary for the minor(s), or to take and admit the minor(s) to any hospital. If such medical treatment or hospitalization is required, I agree to pay all medical and hospital bills relating thereto, permanent or partial disability, or death and damages to the minor(s) or my property, caused by or arising from the minor(s) participation in the Event.
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death for or on behalf of the minor(s) against YOUtopia and their officers, directors, volunteers, employees, and agents attributable to the minor(s) participation in the Event.
5. Warrant that the minor(s) is/are in good health and has/have no physical condition that would prevent the minor(s) from participation in the Event.
6. Acknowledge YOUtopia are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the Event.

**IMPORTANT: THIS DOCUMENT RELIEVES YOUTOPIA, SDCAP, BURNING MAN AND DEANZA SPRINGS, AND THEIR EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND VOLUNTEERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. INCLUDING WITHOUT LIMITATION, ANY LOSS DUE TO THE CORONA OR COVID-19 VIRUS, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD SDCAP, BURNING MAN AND DEANZA SPRINGS HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF MYSELF, SDCAP, BURNING MAN AND CDH, OR THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.**

**I HEREBY WAIVE AND RELINQUISH, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF CALIFORNIA CODE SECTION 1542 AND ALL SIMILAR STATE OR FEDERAL STATUTES OR RULES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:**

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

**BOTH PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGALLY APPOINTED GUARDIANS MUST SIGN AND FURNISH EVIDENCE OF LEGAL GUARDIANSHIP. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY. THE PARENT/GUARDIAN SIGNING THIS WAIVER AND RELEASE HEREBY REPRESENTS THAT SUCH PERSON IS THE LEGAL PARENT OR GUARDIAN OF THE MINOR AND NO OTHER PERSON HAS THE RIGHT TO SIGN THIS AGREEMENT ON BEHALF OF THE MINOR.**

**I, THE MINOR(S), HAVE READ THIS DOCUMENT SIGNED BY MY PARENT OR LEGAL GUARDIAN AND JOIN THE WAIVER, RELEASE AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE EVENT AND RELATED ACTIVITIES.**

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Print Minor Legal Name/Date

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Signature Minor (Legal Name)

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Print Minor Legal Name/Date

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Signature Minor (Legal Name)

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Print Parent/Guardian Legal Name/Date

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Signature Parent/Guardian (Legal Name)

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Print Parent/Guardian Legal Name/Date

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Signature Parent/Guardian (Legal Name)