



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

Waiver & Release of Liability

In consideration of being allowed to attend and participate in the "**YOUtopia Fall 2023: Materia Magica**" event (the "Event"), I agree to comply with any and all rules, regulations, terms, and conditions of the Event, including but not limited to the following and those posted on <https://sdyoutopia.com/terms-conditions/>.

1. I certify that I am physically able to participate in the Event and in any associated activity or performance, and that I have not been advised otherwise by a qualified medical professional.
2. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including medical or hospital bills, partial or permanent disability and death, property damage or loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions, or negligence of myself, the organizers of the Event, i.e., San Diego Collaborative Arts Project and its officers, directors, employees, agents, representatives, volunteers, contractors, and/or affiliates (collectively, "SDCAP") and/or participants in the Event; and/or any related entities including the Burning Man Project ("Burning Man"), and DeAnza Springs Resort ("DeAnza Springs") (Burning Man and DeAnza Springs are not producers or organizers of the Event); (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition (medical or otherwise) of participants; (g) the use by participants and by SDCAP of fire, pyrotechnics and similar activities; and (h) vehicular traffic. I further acknowledge and fully understand that there may also be other risks (medical or otherwise) that are not known or foreseeable at this time and that SDCAP, Burning Man and DeAnza Springs are not joint sponsors, joint venture partners, or otherwise jointly engaged in the above-named Event. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, EMOTIONAL INJURY, OR DEATH, WHICH MAY OCCUR BY ATTENDING THE FALL 2023 EVENT, 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."

3. I understand that during the Event, art installations, theme camps, vehicles (including but not limited to "mutant vehicles" and "art cars"), events, and performances will be held and/or on display, and I understand that most of these activities are not owned or operated by SDCAP, Burning Man or DeAnza Springs. **I**

ASSUME ALL RISK OF INJURY OR DEATH ARISING FROM THEIR OPERATION AND FROM PARTICIPATION IN ANY OF THESE ACTIVITIES, AND THE RELEASE IN SECTION 2 APPLIES TO ANY INJURY I MIGHT SUSTAIN RELATING TO MY PARTICIPATION IN ANY OF THESE ACTIVITIES.

I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby waive, release, discharge, and agree not to sue SDCAP, Burning Man and DeAnza Springs and other participants, sponsors and, if applicable, owners and lessors of equipment, art installations, and/or premises used to conduct the Event or related activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities, and expenses that I may have or that may subsequently accrue to me relating to, resulting from, or arising out of my participation in the Event, including in any programs, events, art installations, or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property. If SDCAP files a claim against me, however, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend, and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities, and expenses relating to, resulting from, or arising out of my participation in the Event, including in any programs, events, art installations, or activities at the Event. I intend that this waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

Printed Legal Name

Printed Legal Name of Minor under 18

Signature (Legal Name)

Parent/Guardian Printed Legal Name & Signature

Date: _____

Date: _____