



Release of Liability, Expressed Assumption of Risk, Hold Harmless, Indemnification and Medical Consent Waiver

I hereby understand and acknowledge that I have willingly, knowingly and voluntarily chosen to attend Kinky Karaoke at Stopgap July 25, 2024 (the "Event") produced by Beyond the Rainbow, LLC. I understand the event for which I am buying a ticket (the "Event") may include exposure to various dangers and adult activities inherently arising out of or related to the Event and to engaging with others also involved in the Event. I understand that I may pass within close proximity of the various dangers and adult activities. I hereby acknowledge that my attendance at Love Your Canvas and my participation in various activities at the Event is exclusively at my own risk.

I understand the Event may include exposure to various dangers inherently arising out of or related to the activities occurring at, and features present at the Event location (the "Location"), including but not limited to risks associated with equipment, supplies, other participants' behaviors, and location features, participants, including risks of slips and falls.

Persons with any known or suspected medical conditions should consult first with their doctor before engaging in the Event, before using any Event facilities, and should not engage in the Event or use the facilities if subject to any medical condition that might impact their ability to safely do so.

Waiver and Release: In consideration of being allowed to participate in this Event AND on behalf of myself and my next of kin, heirs, executors, and any and all other representatives, I DO HEREBY FOREVER AND ABSOLUTELY RELEASE FROM ALL LIABILITY and promise not to sue the Location Owner(s), their agents, associates, employees, heirs, partners, representatives or volunteers, and anyone else acting in concert or on behalf of them or any other persons or entities, including but not limited to the Event Organizer, including its agents, associates, employees, contractors, heirs, partners, representatives, or volunteers, and all other related persons or entities, (collectively the "Released Parties"). This full release includes a waiver of any and all claims, including but not limited to claims of negligence, strict liability and premises liability which might ever be alleged against any or all of the Released Parties. This release includes, but is not limited to, any and all alleged physical, bodily, psychological, psychological, emotional, property, reputational, or other injury or harm in any form, including paralysis, death, illness, disability, or financial loss, pain and suffering, medical expenses, costs, or fees. This release waives any and all claims of economic or emotional loss, or loss or damage to my personal property, which I might later claim to have suffered before, during or after the Event, or in any way related to my participation in the Event or that of any other participant, or while I am present at the Event Location, including travel or transportation to and from the Event, whether such travel or transportation is provided by a Released Party or otherwise.

California Civil Code section 1542 Waiver and Release:

I hereby explicitly waive the protection of California Civil Code Section 1542, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Assumption of Risk: I am voluntarily participating in this Event and am fully AWARE OF THE RISKS associated with traveling to, from, and participating in the Event or my presence at the Event Location and use of facilities, which include but are not limited to risks of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence, conditions related to travel or transportation

(whether provided by a Released Party or otherwise), or the condition of the Event Location. Nonetheless, I ASSUME ALL RELATED RISKS, both known or unknown to me, of my participation in this Event, including travel to and from and activities before, during and after the Event.

I acknowledge that I and other participants may be under the influence of alcohol and/or other substances, (note that Released Parties do NOT provide or sell alcohol or other substances, have no basis for knowing whether participants may be under the influence of such substances, and provide no representations or guarantees with respect to participants' use thereof), and therefore especially susceptible to causing or contributing to incidents, or incurring incidents or injuries of various kinds.

I acknowledge there is no running, rough play, or horseplay of any kind permitted at any time. I understand the Location has various potential hazards, including stairs, uneven walking surfaces, dimly lit or non-lighted areas, balconies, and similar and/or associated risks. I acknowledge that I DO NOT REQUEST OR NEED ANY FURTHER WARNINGS OR CAUTIONS about known or unknown, obvious, or hidden hazards or dangers that may be present at the Location and that I am responsible for my own safety, and WILLINGLY ASSUME ALL RISKS related to the Event or my presence at the Location.

I Agree to Pay Costs for My Own Misconduct: I agree to defend, indemnify, hold harmless and protect the Released Parties from and against any and all claims by another person against a Released Party, including payment of attorney's fees, which are the result of my own alleged negligence or affirmative misconduct during or arising out of my participation in this Event, including travel to and from or before, during or after the Event. If any Released Party incurs any such expenses, I agree to reimburse the said party on demand. If I need medical treatment before, during, or after the Event, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that the Event does not provide health insurance for me and that I should carry my own health insurance.

Media Coverage: I affirm that I am not a member of the media and will not cover this event in any media form whatsoever. I further agree not to reveal the identity of any attendee in journals or blogs.

Cameras and Recording Equipment: I agree not to bring any cameras or recording equipment to the event unless explicitly authorized by the Event Organizer. Any unauthorized film, tape, or recording will be confiscated.

Compliance with Guidelines: I agree to abide by Beyond the Rainbow Events Consent & Code of Conduct Guidelines and Charter Agreement that will be provided to me upon arrival both in writing and verbally.

I Understand and Agree to Provide this Release: I am 18 years or older, of sound mind, not under the influence of any drugs or alcohol or any other condition that might affect my judgment or mental capacity. I understand the legal consequences of signing this document, including: (a) releasing the Released Parties from all liability; (b) promising not to sue or otherwise make any claim against any such person or entity; and (c) and assuming all risks of participating in this Event. I agree that this document should be interpreted to be as broadly and inclusively as legally permitted by the State of California.

This document supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

These Terms and Conditions shall be interpreted according to their plain meaning and not against their drafter. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.