

ALCHEMY 2016 EVENT TERMS, CONDITIONS, WAIVER, AND RELEASE

IN CONSIDERATION of being allowed to attend the 2016 Alchemy event (the "Event") I ("Participant") agree to comply with any and all rules, regulations, terms and conditions of the Event, and bind my successors, heirs, subrogees, agents, and assigns to same, and agree and covenant not to sue, and to hold harmless and indemnify (1) the owners of tax parcel ID numbers 0320105 and 0320106 as shown on the record of the Tax Assessor (including the GIS system) of Carroll County, Georgia; (2) Flashpoint Artists Initiative Inc. ("Flashpoint"); (3) Michael Bryan Durham; (4) Little Big Jam, LLC; and (5) each of those entities' and individuals' respective affiliates, officers, agents, representatives, workers, owners, Directors, members, manages, partners, devisees, legatees, heirs-at-law, estates, successors in interest, principals and agents, contractors, employees, and volunteers (all collectively the "Releasees,"), including but not limited to as follows:

1. Participant acknowledges that there are certain inherent and substantial risks associated with the Event, including uneven terrain, flora, fauna, fire (including bonfires, campfires and mobile flame vehicles), flooding, roads which may become impassable, smoke, temporary and permanent structures and installations, and their associated equipment and materials, and other related hazards, and that these risks include those of damage to Participant's property, serious injury, dismemberment, and death.
2. Participant acknowledges that there are risks associated with the acts and omissions, negligent or otherwise, of Participant and other Event attendees, including intoxication and consumption of food, beverage, and other substances, personal injury, property damage, death, and other harm, all of which risk Participant assumes voluntarily to the maximum extent allowed by law, including of bodily injury and death.
3. Participant acknowledges that the risks stated herein, as well as other attendant known and unknown risks, are the sole responsibility of Participant, and hereby agrees to knowingly waive any and all claims Participant has, may have, will have, or could have against Releasees related in any way to the Event or the operation of and management of Flashpoint, including expressly for personal injury, property damage, emotional distress, negligence, ejection of Participant from the Event without refund or recourse, breach of duty, breach of contract, and death ("Claims"). Participant agrees to indemnify and hold harmless Releasees from all such Claims, covenants not to sue as to such Claims, and agrees this shall include payment by Participant to Releasees for any and all actual attorneys' fees incurred pursuant to this indemnification or otherwise hereunder, and for enforcing this agreement.
4. Participant agrees that any lawsuit against Releasees regarding any Claims or the Event must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the last published day of the Event, or is forever waived. Participant also agrees that the term "Event" includes any build, pre-build, or other preparatory activities, wherever they may occur.
5. By signing below, Participant certifies that Participant is of sound mind and is 18 years of age or older, suffers from no legal disability, has read and voluntarily agreed to the terms herein, and has **read and reviewed the Event Survival Guide and Code of Conduct**. Participant hereby affirmatively agrees to abide by and be bound by such Code of Conduct while at the Event, and understands that a failure to do so may result in removal from the Event, without refund, at the sole discretion of Flashpoint. Participant hereby waives all claims of any kind against Releasees which may or could otherwise accrue or arise from removal.

Participant Printed Name

Wristband Number: _____

Participant Signature

Date: _____
