

ALCHEMY 2016 EVENT TERMS, CONDITIONS, WAIVER, AND RELEASE

IN CONSIDERATION of _____, a minor child being allowed to attend Alchemy 2016 (the "Event"), THE UNDERSIGNED ADULT AGED 18 OR OVER, WHO ALSO HEREBY CERTIFIES THAT I AM THE BIOLOGICAL PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT APPOINTED BY A COURT OF COMPETENT JURISDICTION, AND SUFFERING FROM NO LEGAL DISABILITY AND HAVING FULL PARENTAL RIGHTS AS TO SAID MINOR CHILD PARTICIPANT ("Participant") agree that I and said Participant will 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 on behalf of and on behalf of said Participant and myself (who shall also collectively be known herein as "Participant"), 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 the presence of a lake, creeks, uneven terrain, flora, fauna, fire (including bonfires, campfires and mobile flame vehicles), 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 my 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. Furthermore, the undersigned hereby certifies that they have legal custody of said minor child, or are their lawfully appointed guardian under applicable law, and have actual authority to sign on behalf of said minor child.

6. Moreover, the undersigned Parent or Guardian hereby assumes any all responsibility to any and all Releasees, other participants in the Events, or other third parties, and all associated risk, with regard to any acts and omissions of any kind of the minor child while at the Event premises, or traveling to or from the Event premises, which result in any harm, damage, or equitable causes of action whatsoever, and the Parent or Guardian hereby acknowledges and agrees that they are fully responsible for the minor child at all times.

7. I, as Parent or Guardian, also acknowledge that the Event may and likely will contain themes and material commonly considered adult in nature, and which legally, and possibly morally, may not be appropriate for exposure to minor children. I acknowledge that I have the sole responsibility to protect my child from any such themes and material, even those which the locations where they may be found are not always apparently marked, and that I am solely responsible for what my minor child sees and does at the Event.

Parent or Guardian's printed name	Date
Parent or Guardian's signature	Parent or Guardians DL # and State
Cell Phone number of Parent or Guardian	Approximate Location or Camp