

## **ALCHEMY 2017 EVENT TERMS, CONDITIONS, WAIVER, AND RELEASE - MINORS**

IN CONSIDERATION of \_\_\_\_\_, a minor child being allowed to attend the 2017 Alchemy event (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, AND SUFFERING FROM NO LEGAL DISABILITY AND HAVING FULL PARENTAL RIGHTS AS TO SAID MINOR CHILD PARTICIPANT agree that I and said Minor Child 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 Minor Child Participant and myself (who shall collectively be known hereinafter as "Participant"), agree and covenant not to sue, and to hold harmless and indemnify (1) the owners of tax parcel ID numbers 0001400000065, 0014A000000400A, and 0001400000062 as shown on the record of the Tax Assessor (including the GIS system) of Chattooga County, Georgia; (2) Flashpoint Artists Initiative Inc. ("Flashpoint"); (3) Dalon Todd Pettigrew; (4) Martha L. Pettigrew; (5) the owner(s) of 1324 Cooper Rd, Summerville, GA 30747 and the adjoining land where the Event is held; and (6) each of those entities' and individuals' respective affiliates, officers, agents, representatives, workers, owners, Directors, members, managers, 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 on behalf of myself and my Minor Child Participant:

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), flooding, roads which may become impassable, smoke, temporary and permanent structures and installations (including bridges), and their associated equipment and materials, and other related hazards, and that these risks include those of damage to my or the child'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. Participant acknowledges that Flashpoint does not and shall not hire or provide the services of any lifeguards or water safety personnel, and does not warrant or certify the rating or load capacity of the premises roads or bridges.
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. Moreover, in the event that the Minor child, upon reaching the legal age of majority, asserts any claim or cause of action against the Releasees, the undersigned Parent or Guardian shall hereby agree to hold harmless and indemnify the Releasees in such legal action in the same manner and for the same reasons, claims, damages, causes of action legal and equitable, and as to the same parties, as otherwise covered in this Agreement, and as to any damages awarded to said minor child in any such legal action, including any attorney's fees awarded in the action, or incurred in defense of the action.
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, whether or not on the Event premises. In the event any federal, state or local law provides that a statute of limitations for such Claims as may accrue to a minor cannot and does not run until such minor reaches the age of majority, such Claims must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the date the minor child reaches the age of majority, except that if such law also allows Participant to bring suit on behalf of the minor child, 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.

5. By signing below, Participant certifies that Participant is of sound mind and that the Parent or Legal Guardian completing and executing this document is 18 years of age or older, suffers from no legal disability, and has read and voluntarily agreed to the terms herein on behalf of Participant, and has also **read and reviewed the Event Survival Guide, and all posted Rules and Regulations including the Code of Conduct (which is also available to me to review at the time of executing this document)**, understands that breaking any safety perimeter for any fire or burn is grounds for **immediate ejection** from the Event, and hereby affirmatively agrees to abide by and be bound by such while at the Event, and understands that a failure to abide by any of these documents may result in the removal of Participant from the Event, without refund, at the sole discretion of Flashpoint, and that Participant hereby waives any damages or claims against Releasees which may or could otherwise accrue or arise from such 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 Legal 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

\_\_\_\_\_  
Minor Wristband Number

\_\_\_\_\_  
Parent or Guardian Wristband Number

\_\_\_\_\_  
Cell Phone number of Parent or Guardian  
For emergency contact purposes

\_\_\_\_\_  
Approximate Location or Camp  
I expect to be camped in (optional).

