

LOVE BURN WAIVER AND RELEASE OF LIABILITY

I acknowledge I have read the next few pages and understand the terms and conditions contained herein, as well as the legal rights I am waiving. I know that signing this Waiver And Release is a prerequisite of attending the event called Love Burn (hereinafter "LB") held on Virginia Key in The City of Miami, Florida. I hereby execute this Waiver And Release knowingly and voluntarily without duress or coercion.

I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL RISKS OF PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING THE POSSIBILITY OF SERIOUS BODILY INJURY OR DEATH.

I understand that the LB event is produced and promoted by The Love Burn, Inc. (hereinafter "TLB, Inc."), a Florida corporation. I understand that neither Burning Man nor Black Rock City, LLC are producers of or affiliated in any way with LB. I also understand that Burning Man and Black Rock City, LLC are not liable for anything that occurs at LB.

Print Participant's Legal Name:	Date:	Participant's Signature:	
Participant's Street Address:	City:	State:	Zip:
Participant's Email:		Participant's Phone:	
Emergency Contact Name:	Relationship:	Emergency Contact's Phone:	
Participant ID Card - List State or Country:	Participant ID Card (Driver's License, Govt ID or Passport) #:		
Vehicle description (make, model, color):	State:	Tag:	
FOR EVENT STAFF to fill out below:			
Gate Staff Initials:	Print Gate Staff Name:		
Notes:			

**LOVE BURN
WAIVER AND RELEASE OF LIABILITY**

I, [REDACTED] (Legal Name), being over the age of 18 years, have read this Waiver And Release of Liability (hereinafter “Waiver”). **I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, INCLUDING THE POSSIBILITY OF SERIOUS INJURY OR DEATH.** I accept and assume all risks of property loss or damage at LB. I agree that any violation of the terms herein may result in my ejection from LB without refund.

I UNDERSTAND, CONSENT, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. I will provide for all of my physical and personal needs at LB, and/or I am able to do so with the assistance of my companions. I understand that I am responsible for and must bring enough food, water, shelter, prescriptions, etc. to survive the environment while attending the event.
2. I shall clean my campsite before departing LB. I understand this is a “Leave No Trace” (LNT) event and that all trash must be removed prior to departure. I understand I may be charged a cleanup fee if my campsite is not left in the same condition as upon my arrival. I understand damages may be assessed against me should I cause any damage to the premises or the property of others. I will provide identification and a credit card to TLB, Inc. if requested to do so.
3. I understand my vehicle is to remain parked in the designated parking area during LB. TLB, Inc., the City of Miami or any of their respective agents, employees or representatives shall **NOT** be responsible for any damage to or theft of or from any vehicle(s). I understand re-admittance is limited to designated gate hours.
4. I understand and agree that while attending LB my person, vehicle, and possessions may be subject to search, by the TLB, Inc.’s representatives, agents, or employees as well as local law enforcement agencies.
5. I understand that consumption, possession or distribution of illegal substances constitutes a criminal act and may cause my immediate ejection from LB and/or criminal prosecution by the authorities.
6. I understand that vending is strictly prohibited at LB and is cause for ejection.
7. I understand that ocean swimming is strictly prohibited at the venue and I will obey venue signs.
8. I understand that LB events may be terminated early or canceled in the event of Force Majeure, a governmental action, or other circumstances beyond the control of TLB, Inc. In the event that LB is terminated early or canceled, refunds will not be issued.
9. I understand bringing firearms, ammunition, projectile weapons, fireworks or explosives of any type is strictly prohibited at LB and at Historic Virginia Key Beach Park in Miami, FL, including in my vehicle.
10. In the event I am unable to provide consent in a medical emergency, I hereby consent to receive medical treatment considered advisable in the event of accident, injury or illness during LB. I understand and agree that agents of TLB, Inc. are not obligated to provide medical services at any time. I hereby release, indemnify and hold harmless TLB, Inc. and any and all of its agents, representatives or employees, who may provide aid or medical treatment to me even if such assistance is later determined to be improper, negligent or harmful. I hereby release, indemnify and hold harmless TLB, Inc., its organizers and volunteers from any and all liability in connection with any injury, including any injury caused by negligence.
11. I understand Love Burn is an interactive event and as a participant I may engage in activities that involve a substantial risk of personal injury, property loss and/or economic loss. These risks may include, but are not limited to, those caused by: (a) the actions or inactions of myself and others; (b) conditions of the premises or equipment used; (c) temperature; (d) weather; (e) condition of participants; (f) art structures; (g) fire and flame effects; (h) staging; (i) crocodiles, raccoons, insects, reptiles or other wildlife; (j) water floats, boats,

paddle boards or other water devices; and, (k) vehicular and bicycle traffic. I further acknowledge and fully understand that there may also be other risks that are presently unknown or unforeseeable.

12. Invitations, tickets, parking passes and service fees are non-refundable. Events and performances may be changed or canceled at any time without notice. TLB, Inc. may revoke tickets and access to LB at any time.
13. Art installations, theme camps, motorized vehicles, bicycles, tent structures, rebar, stages and performances and their equipment are not installed, owned or operated by TLB, Inc.; and I assume all risk of injury or death arising from any operation or use of same.
14. I understand that children/minors may attend LB only if they are accompanied by a parent or legal guardian. In the event that I bring a child/minor to LB, I agree to all terms of this Waiver on behalf of said child/minor.
15. I understand other participants are likely to engage in behavior that some may consider adult-oriented or offensive, including, but not limited to, nudity, cosplay, bondage, etc. I understand that I may be exposed to such behavior. It is my personal responsibility to remove myself, or any minors for whom I am responsible, from an area or from behavior deemed not appropriate.
16. I am aware my image, voice, face, likeness or appearance may be taken/recorded in a fixed medium including, but not limited to, photographs, film, video or audio recordings, or digital images may be taken of me by TLB, Inc., its agents, employees, representatives, licensees and assigns and/or by other participants not formally affiliated with TLB, Inc. I understand and agree that this is a condition of my attendance at the LB. I hereby consent to this without any expectation of payment or compensation.
17. In the event I photograph, film, record digital images or audio, or any video or audio recordings of participants or artwork at LB, I agree I will ONLY display, reproduce or otherwise use them for personal purposes unless I receive prior written consent of TLB, Inc.
18. I hereby irrevocably and exclusively assign and transfer to TLB, Inc., on a royalty-free basis, all right, title and interest I may have of my personal likeness taken or recorded at LB, and no right of any kind shall be reserved by me. In addition, TLB, Inc. is specifically authorized to use my likeness for any purpose whatsoever, including, without limitation, advertising, publicity, sales promotion, and marketing. I irrevocably waive any right to inspect or to approve any such material and waive any claim with respect to the eventual use of my likeness. I also release TLB, Inc. and its representatives from any and all claims for invasion of privacy, infringement of my right of publicity and defamation (including libel and slander).
19. In accordance with the foregoing, if a third-party publishes, publicly performs or displays, reproduces or otherwise uses LB works in a manner not authorized by this Waiver, then TLB, Inc. has the authority to enforce legal rights against such a party regarding use of said materials. In the event of a dispute as to the publication of any film, audio, video or stills taken at LB, then TLB, Inc. shall have the ultimate and final authority to authorize the cessation of such publication.
20. I agree to promptly remove, or cause to be removed, any image, photograph, recording, video I have taken at LB which is published on any social media platform or website, if TLB, Inc. should ask me to do so.
21. I acknowledge that my participation in the many activities on site will expose me to inherent risks, both known and unknown, and I assume those risks which include, but are not limited to, exposure to the outdoors, nature, weather, Acts of God, pandemics, Covid and flu, wildlife (crocodiles, raccoons, jellyfish etc.), insects, plant life, inexperience or unfamiliarity with the various activities, unfamiliarity with the property, faulty equipment or gear brought by participants, acts of other participants (including criminal acts), inadequate or unavailable healthcare facilities, accidents, illnesses and allergic reactions.
22. I acknowledge that fireworks are a hazardous activity at LB and this may well present risks (some extreme), and I assume all risks, both foreseeable and unforeseeable, that I may experience as a result of fireworks.

23. I want this Waiver to be construed as broadly as legally possible such that TLB, Inc., its representatives, participants and volunteers shall NOT be found liable for any harm or injuries, including death, suffered by me. If any provision shall be found unlawful, void or for any reason unenforceable, then only that provision is to be severed from this Waiver and will not affect the validity or enforceability of remaining provisions.
24. I affirm that this Waiver supersedes any and all previous oral or written agreements or promises. I understand that this is the entire agreement between myself and The Love Burn, Inc. and cannot be modified or changed in any way by representations or statements made by any agent or representative of TLB, Inc. unless it is in writing and executed by all parties.
25. In the event of controversy, I hereby agree to initiate mediation in Palm Beach County Florida at my sole expense as a condition precedent to the filing of any action in a court of law. If litigation is filed, the prevailing party shall be entitled to an award of attorney's fees and costs. Damages for any action against TLB, Inc., its representatives or volunteers shall be limited to the actual cost of entry fees and shall not include consequential damages. Any dispute shall be resolved in accordance with the laws of the State of Florida; venue and jurisdiction shall be the County of Palm Beach, Florida.
26. I fully understand that TLB, Inc., its representatives and volunteer staff may refuse anyone entry to LB grounds, and may evict anyone at any time from LB grounds
27. Virginia Key and TLB, Inc. do not allow animals. ONLY A.D.A licensed service animals are permitted entry to LB. Service animals must be registered at the entrance and a special wrist band will be issued to wear with the regular wristband. All A.D.A. service animals that are not registered are subject to ejection with the owner. **Emotional Support Animals are NOT permitted – this will be strictly enforced this year. Florida Statute 413.08(9) states it is a second degree misdemeanor to knowingly/willfully misrepresent an animal as a service animal.**
28. I state and agree that my Electronic Signature, whether digital or encrypted, affixed to this Waiver is intended to authenticate this Waiver and to have the same force and effect as my manual "wet-ink" signature.
- 29. I UNDERSTAND THE INHERENT RISKS OF ATTENDING LOVE BURN AND PARTICIPATING IN THE ACTIVITIES THERE. I UNDERSTAND THERE WILL BE DEMANDS OF AND RISKS TO MY PHYSICAL CONDITION AND ABILITIES. I AM WILLINGLY AND VOLUNTARILY PARTICIPATING.**

I KNOWINGLY ASSUME ALL INHERENT RISKS OF PROPERTY DAMAGE AND PERSONAL INJURY. I TAKE FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURIES, DAMAGES, LOSSES OR EXPENSES THAT I MAY INCUR OR CAUSE OTHERS AS A RESULT OF ATTENDING LB AND PARTICIPATING IN ACTIVITIES.

I WAIVE, RELEASE AND AGREE THAT I AM BARRED FROM BRINGING ANY CAUSE OF ACTION, IN EQUITY OR LAW, AGAINST TLB, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, OR AGENTS, AS WELL AS MIAMI MARINE STADIUM, HISTORIC VIRGINIA KEY BEACH PARK, VIRGINIA KEY BEACH NORTH POINT PARK, THE CITY OF MIAMI, THE COUNTY OF DADE, THE STATE OF FLORIDA FOR ANY AND ALL CLAIMS FOR DAMAGES, INJURIES, LOSSES, LIABILITIES AND EXPENSES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) WHICH I MAY SUFFER AS A RESULT OF MY ATTENDANCE AND/OR PARTICIPATION AT LB.

INITIALS WRISTBAND #