



LIABILITY WAIVER AND RELEASE

The Wish Recipient has requested that Do It For The Love fulfill a wish (the "Wish Grant") for Wish Recipient to attend a live music event of Wish Recipient's choice (the "Event"). Do It For The Love is willing to allow Wish Recipient and up to three other Participants to participate in the Event but only if they all agree to be bound by this waiver and release. In consideration for, and as a condition of, Do It For The Love granting the Wish Grant, Wish Recipient and any and all Participants hereby agree to the following terms:

- 1. Waiver and Release of Claims and Liability.** To the maximum extent permitted by law, I hereby fully, finally, and forever release, waive, discharge, and agree to hold harmless Do It For The Love, its members, representatives, volunteers, officers, directors, employees, managers, affiliates, and agents (collectively "DIFTL") of any and all claims, losses, liabilities, demands, damages, and causes of action whatsoever, whether known or unknown, that may be connected with, result from, or arise out of the preparation for, fulfillment of, or participation in the Event. This waiver and release includes but is not limited to any economic loss, personal injury (physical, mental, or emotional), accidents, disability, illness, disease, death, or loss and/or damage to property that I may suffer as a result of or arising out of (a) attending the Event; (b) transportation to or from the Event, lodging in connection with the Event, and food or beverage consumed in connection with the Event; (c) my own actions or inactions or active or passive negligence; (d) the actions, inactions, active negligence or passive negligence of DIFTL or others (including Event artists, attendees, staff, or volunteers or rescue or emergency medical personnel); (e) my medical, physical, mental, or emotional conditions; (f) use of strobe lights or any other visual or sound effect at the Event; (g) equipment-related hazards (e.g., broken, defective, or inadequate equipment, or unexpected equipment failure); (h) inadequate or negligent first aid and/or emergency measures; and (i) any other risks associated with the Event that are not now known or not reasonably foreseeable.
- 2. Assumption of Risks.** I understand that there are inherent risks with my participation in the Event, including but not limited to the activities, actions, conditions, claims, liabilities, and risks noted in Paragraph 1 above and other risks to me that are not now known or reasonably foreseeable, and I hereby knowingly and freely acknowledge, accept, and assume any and all such risks associated with participation in the Event. I understand that such risks include a full range of injuries, from minor to severe, including the possibility that I might suffer serious injuries, permanent disability, and/or death. Without limiting the foregoing, I understand that we hereby assume all risks of personal injury (physical, mental, or emotional), death, loss and property damage that result from or arise out of (a) attending the Event; (b) transportation to or from the Event, lodging in connection with the Event, and food or beverage consumed in connection with the Event; (c) my own actions or inactions or active or passive negligence; (d) the actions, inactions, active negligence or passive negligence of DIFTL or others (including Event artists, attendees, staff or volunteers, or rescue or emergency medical personnel); (e) my medical, physical, mental, or emotional conditions; (f) use of strobe lights or any other visual or sound effect at the Event; (g) equipment-related hazards (e.g., broken, defective, or inadequate equipment, or unexpected equipment failure); (h) inadequate or negligent first aid and/or emergency measures; and (i) any other risks associated with the Event that are not now known or not reasonably foreseeable.
- 3. Waiver and Release of Unknown Claims.** I knowingly waive, release, and discharge any claims, losses, liabilities, demands, and damages against DIFTL that are connected with, resulting from, or arising out of the preparation for, fulfillment of, or participation in the Event even if unknown to me at the time of executing this waiver and release. I knowingly acknowledge and waive the provisions of California Civil Code Section 1542 (or any similar law or provision), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Notice to the Minor Child's Natural Guardian.

READ THIS LIABILITY RELEASE AND WAIVER COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF DIFTL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY AGREEING TO THIS RELEASE AND WAIVER YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM DIFTL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO AGREE TO THIS RELEASE AND WAIVER, AND DIFTL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT AGREE TO THIS RELEASE AND WAIVER.

5. Binding Effect. This release and waiver is binding and enforceable against me as well as my minor children, heirs, successors, assigns, and estates and shall inure to the benefit of DIFTL.