

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND CONSENT AGREEMENT (“AGREEMENT”)

In consideration for being allowed to participate in DU 2019 activities, (“activities”), I, for myself and personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of DU 2019 Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND THAT: (a) DU 2019 / DANZANTES UNIDOS DE CALIFORNIA (DUC) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inaction’s, the actions or inaction’s of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE DU 2019 / DUC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF

THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

DU 2019 / DUC HAS THE RIGHT TO USE THE PARTICIPANTS' PHOTO OR VIDEO FOR PROMOTIONAL PURPOSES.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by checking this box and checking it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

DUF REFUND POLICY

DU 2019 REGISTRATION FEES ARE COMMITTED IMMEDIATELY TO THE EVENT AND ARE NON-REFUNDABLE.

DU 2019 CANCELLATION POLICY

By registering for a paid or complimentary DU 2019 badge you agree not to sell, trade, transfer or share your comp code, QR code confirmation, or badge. In the event that the Danzantes Unidos Festival DU 2019 determines that you have violated this policy, DU 2019 has the right to cancel your badge(s) and keep any money paid by you. Registration confirmations and/or badges that have been sold or provided by anyone other than DU 2019 will not be honored by DU 2019. All badges are the property of DU 2019 and must be relinquished to DU 2019 upon request.