

2025 Wicked Maine Arts Society, LLC. Release of Liability and Assumption of all Risks **(“Release”)**

In consideration for the opportunity to participate in Wicked Burn 2025, held Friday May 23rd to Monday May 26th in Standish, ME, and its related events and activities, including Work Weekends and Community Build Day (collectively, the “Event”), I, the undersigned, acknowledge, appreciate, and agree to take personal responsibility for my own health, wellbeing, and safety and also agree to the following:

1. I certify that I am physically able to participate in the Event and in any associated activities, and that I have not been advised otherwise by a qualified medical professional.
2. I am solely responsible for my own survival and well-being (as well as responsible for any minors who may accompany me), including but not limited to bringing an adequate supply of water and food as well as bringing and securing my own shelter. I agree to read and comply with all applicable federal, state, and local laws. I agree to read and comply with all signage and written and/or posted rules with respect to the Event, and I understand that my failure or refusal to do so may result in my expulsion from the Event without a refund.
3. Commercial vending and/or advertising are prohibited.
4. Photographs, video, and/or sound recordings of any participants or creative work cannot be used for commercial purposes without the express permission of the subjects, artists, and of Wicked Maine Arts Society, LLC.
5. I understand that some attendees of the Event may engage in expressive activity and dress, which may include partial or full nudity and other types of expressive activity. I agree that such expressive activity and dress is neither indecent nor offensive to me, and that I have decided to attend the Event with full knowledge that such expressive activity and dress may occur. If I am accompanied by minors at the Event, I acknowledge that I have made a choice that the minors may be exposed to the expressive activities and dress that take place at the Event, and that I have exercised parental responsibility and control in bringing the minors to the Event. Should I find that any activity at the Event is offensive to me, or to any minors accompanying me, I acknowledge that I can avoid such activity by, among other things, leaving the vicinity of the activity or leaving the Event.
6. I acknowledge and fully understand that as an attendee of the Event, I will be engaging in activities that involve risks, exposures, and hazards, including but not limited to the potential for embarrassment, emotional distress, property loss, severe social and/or economic losses, other psychological or emotional harm, bodily injury, disease, COVID-19, strains, fractures, burns, permanent paralysis, dismemberment, permanent disability, and/or death. I understand that these risks may be caused by many factors including but not limited to: (a) the actions, inactions, or negligence of the organizers of the Event, i.e., Wicked Main Arts Society, and its officers, directors, employees, agents, representatives, volunteers, contractors, affiliates, and/or attendees of the Event, whether or not such attendees are in any way associated with the Event; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the Event’s activities, or the lack thereof; (d) illnesses, including food-borne illnesses; (e) weather; (f) intoxication or any mental or health condition of any attendee; (g) vehicular traffic, and/or any other risk that may arise from attending the Event. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY, OR DEATH, WHICH MAY OCCUR BY ATTENDING THE EVENT, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD WICKED MAINE ARTS SOCIETY HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING

FROM NEGLIGENCE, OR FROM THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION AND/OR ATTENDANCE.

7. I understand that during the Event, art installations, theme camps, events, and performances will be held and/or on display and I understand that most of these activities are not owned or operated by the Wicked Maine Arts Society. I ASSUME ALL RISK OF INJURY OR DEATH ARISING FROM ANY OF THESE ACTIVITIES. All fire performers will be required to acquire general liability insurance that lists Wicked Maine Arts Society as additionally insured. Drones and propane based art are not permitted. Any vehicle that needs to operate within the event space will need to be able to provide proof of general liability insurance.

8. I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby waive, release, discharge, and agree not to sue the Event, its organizers, members, volunteers, agents, contractors, subcontractors, or other participants, attendees, or affiliates, as well as owners and lessors of equipment, art installations, and premises used to conduct the Event or related activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities, and expenses that I may have or that may subsequently accrue to me, relating to, resulting from or arising out of my participation in the Event, including any programs, events, art installations, or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property. However, if the Event files a claim against me, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend, and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities, and expenses relating to, resulting from or arising out of my participation in the Event. I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

9. I understand that the Event organizers provide no guarantee of any medical or mental health treatment should I or other attendees be in need of it. I take full responsibility for my own wellbeing and health. However, in the event that I am unable to provide contemporaneous consent, I hereby consent to have medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event, or activity at the Event. I release the Campout and all persons participating in any such medical treatment from all responsibility for any such actions.

10. I understand that children under 18 years of age can attend the event only accompanied by a parent or guardian, and that if I bring a minor to the event I agree to the contractual terms contained in these Terms and Conditions on behalf of the minor. I take full and sole responsibility for ensuring that any minors in attendance with me are not exposed to any activity or thing which may be deemed inappropriate for a minor to be exposed to.

11. I understand that my ticket is revocable and may be revoked by Wicked Maine Arts Society, LLC. with or without cause, and that all fees and associated costs paid in registration for the Event are not refundable for any reason, under any circumstances.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. IF PART OF THIS RELEASE IS FOUND TO BE INVALID OR OTHERWISE LIMITED BY APPLICABLE LAW, IT IS MY INTENTION THAT ALL REMAINING PROVISIONS BE INTERPRETED CONSISTENT WITH THE INTENT EXPRESSED IN THIS PARAGRAPH. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO TAKE LEGAL ACTION. I FURTHER ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY. IF APPLICABLE (IF PARTICIPANT IS UNDER 18), MY PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR ME TO TAKE PART IN THE EVENT AND HAS INDICATED THEIR PERMISSION BY SIGNING BELOW.