

DAYBREAKER TERMS & CONDITIONS

Terms and Conditions, Waiver, and Release Form (“Terms and Conditions”)

In consideration of being allowed to participate in and attend any Daybreaker LLC event (the “Event” or the “Daybreaker Event”), I agree to comply with any and all rules, regulations, terms, and conditions of the Daybreaker Event, including but not limited to the following:

I certify that I am physically able to participate in the Daybreaker Event and in any associated activity or performance, and that I have not been advised otherwise by a qualified medical professional.

I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions, or negligence of the organizers of the Daybreaker LLC, its officers, directors, employees, agents, representatives, volunteers, contractors, licensees and/or any person or company formally or informally affiliated with Daybreaker LLC (collectively, “DAYBREAKER”) and/or participants in the Event; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; and (f) the condition of participants.

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 DAYBREAKER EVENT, AND HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD DAYBREAKER HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF DAYBREAKER, OR FROM THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue DAYBREAKER, its officers, directors, members, employees, volunteers, representatives, agents, contractors and subcontractors, and other participants, sponsors, affiliates, and if applicable, owners and lessors of equipment, (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 use and/or participation in the Daybreaker Event, including any programs 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 Daybreaker 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 Daybreaker Event, including in any program, event or activity at 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.

I acknowledge that DAYBREAKER has the right to remove or exclude any person from the Daybreaker Event for any reason or no reason at all at its sole discretion.

I acknowledge that people are using film, video, and photographic cameras at the Event, and that my image may be captured on film, video, or photographs which may subsequently be displayed or disseminated without my consent or payment of compensation to me, and I release DAYBREAKER from any liability due to such filming, photographing, or dissemination.

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.

If I am obtaining tickets for, or providing any tickets to, any other person(s), I recognize that I am acting as that person's agent in obtaining the tickets and/or vehicle passes, and due to this agency relationship, I agree to these Terms and Conditions on behalf of any person to whom I deliver any of the tickets I obtain, and I shall notify any such person of these Terms and Conditions when I deliver a ticket to them. If I have obtained a ticket from another person, I also agree to these Terms and Conditions when the ticket is delivered to me.

I agree that DAYBREAKER is not liable for acts of God, the weather, strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets and vehicle passes are nonrefundable even if the Event is terminated early or canceled, or entry conditions are modified, due to harsh weather, acts of nature, governmental regulation, the failure to obtain required governmental permits, or conditions beyond DAYBREAKER's control. All sales are final. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

I acknowledge that DAYBREAKER may produce audio or video content of the Event, which may include my name, likeness, image, voice, appearance and performance as a part of that production ("Product"). I grant DAYBREAKER the right to use my name, likeness, image, voice, appearance and performance as embodied in the Product whether recorded on or transferred to video, film, slides, photographs, audiotapes or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate, and to use or re-use the Product in whole or in part as DAYBREAKER may elect. DAYBREAKER or its designee shall have complete ownership of the Product in which I appear, including copyright interest, and I acknowledge that I have no interest or ownership in the Product or its copyright.

I also grant DAYBREAKER and its designees the right to broadcast, exhibit, market, sell and otherwise distribute the Product, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution or any other purpose that DAYBREAKER in their sole discretion may determine. This grant includes, but is not limited to, the right to use the Product for promoting or publicizing the Events. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to other parties, and that DAYBREAKER has no financial commitment or obligations to me as a result of this Agreement.

I hereby grant all clearances, copyright and otherwise, for the use of my name, likeness, image, voice, appearance and performance embodied in the Product. I expressly

release and indemnify DAYBREAKER and its officers, employees, agents and designees from any and all claims known or unknown arising out of or in any way connected with the above granted uses and representations. The rights granted DAYBREAKER herein are perpetual and worldwide.

This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to the conflicts of laws provisions thereof. Any disputes relating to this Agreement shall be dealt with through arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules").

DAYBREAKER reserves the right, at its sole discretion, to modify or replace any of these Terms and Conditions, or change, suspend, or discontinue the Event at any time by posting a notice on its website or by email. Your attendance at the Event following the posting of any changes to these Terms of Use constitutes acceptance of those changes.