

## Participant Waiver and Release

I, \_\_\_\_\_ (“Participant”) acknowledge that I, and any minor children (under the age of 18) (“Minor(s)”) listed by name below, intend to voluntarily participate in Belarusian Festival (“Festival”) and any related activities made available to me by BelFestTexas, a Texas not for profit corporation, and its directors (collectively, the “Festival Organizers”) that will take place September 16-18, 2022 at the Mystic Quarry Camping Grounds in Canyon Lake, Texas (“Premises”). In consideration for and as a necessary prerequisite condition to my participation in the Festival, I acknowledge that I have read, understood, signed, and agree to follow and fully abide by the Code of Conduct for the Festival (“Code of Conduct”), which is incorporated herein by reference in its entirety. I am also aware that certain activities at the Festival may be hazardous and involve risk, and that I could be seriously injured or even killed. These risks and hazards include but are not limited to: slips; falls; automobile accidents; fights and other physical confrontations; food- or alcohol-related poisoning or injuries; contraction of disease, including but not limited to COVID virus; and other possible risks of injuries and bodily harm. I am voluntarily participating in these activities in connection with the Festival with knowledge of the danger involved, and **AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE**, whether those risks are known or unknown.

In further consideration for and as a necessary prerequisite condition to participating in the Festival and any related activities, I also acknowledge and agree to the following:

I expressly **RELEASE, DISCHARGE, AND ACQUIT** the Festival Organizers, including but not limited to BelFestTexas and all of its directors (Viktar Lisunou, Anastasia Putnam and Andrei Doubenetski), as well as agents, assigns, affiliates, employees, contractors, or concessionaires (collectively, the “Released Persons”) **FROM ANY AND ALL CLAIMS OR LIABILITY**, whether known or unknown, at law or in equity, arising from, in connection with or as a result of the Participant’s participation in any activity in connection with the Festival, which may have arisen now or may arise in the future. These claims and liability include, but are not limited to, negligence and gross negligence.

I further expressly **INDEMNIFY AND AGREE TO HOLD HARMLESS** the Released Persons **FROM ANY AND ALL CLAIMS** against or involving any Released Persons, whether general or specific, at law or in equity arising from or in connection with any participation in any activity at the Festival, or in any way connected to the Participant’s participation in the Festival, **WHETHER ALLEGED TO HAVE ARISEN, IN WHOLE OR IN PART, AS A RESULT OF PARTICIPANT’S OWN NEGLIGENCE OR THE SOLE NEGLIGENCE OF THE RELEASED PERSONS**. I agree that this release shall constitute a bar to recovery to any and all claims including those that may be brought on behalf of any minor on whose behalf I have signed on this form. These claims and liability include, but are not limited to, negligence and gross negligence.

I further certify that I am the parent and/or legal guardian of the Minor(s), if any, listed by name below, and, as the parent and/or legal guardian of any such Minor and on behalf of any such Minor, expressly: (1) **AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE**, arising from, or in connection with, the Minor’s

attendance of or participation in the Festival or any related activities; (2) **RELEASE, DISCHARGE, AND ACQUIT** the Released Persons from any and all claims or liability against or involving any Released Party, arising from, or in connection with, the Minor's attendance of or participation in the Festival or any related activities; and (3) **INDEMNIFY AND AGREE TO HOLD HARMLESS** the Released Persons from any and all claims against or involving any Released Party, arising from, or in connection with, the Minor's attendance of or participation in the Festival or any related activities.

Nothing in this Participant Waiver and Release ("Waiver") shall be construed to be in conflict with any applicable federal or state laws, regulations or public policy. This Waiver shall be construed under the laws of the State of Texas.

Participant Name

Name of any minors

Signature

Date