

WAIVER OF LIABILITY/ASSUMPTION OF RISK/RELEASE
THIS IS A RELEASE OF LIABILITY. PLEASE READ PRIOR TO SIGNING.

The undersigned individual (the "Participant") does hereby irrevocably release and discharge COSTUME CULTURAL SOCIETY, INC., D/B/A KOSTUME KULT, a New York Not For Profit Corporation (the "Company"), and any of its current and former members, agents, employees, officers, directors, representatives, event producers/leads/volunteers, attorneys, successors and assigns, and designees (the "Releasees") from any and all causes of actions, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, damages, costs, executions, claims, demands whatsoever, in law, equity and/or admiralty, fixed or contingent, which Participant ever had, now has or hereafter can, shall or may have against Releasees arising from or related to the Company, the business conducted by the Company, and the shipping container which is organized and rented by the Company, including, without limitation, damages to goods incurred during transit, as well as injuries incurred in loading and unloading the shipping container (collectively, the "Released Claims").

Participant assumes all risks with regard to such shipment and waives any liability on the part of the Releasees. Participant further agrees forever to refrain from commencing, instituting or prosecuting any lawsuit, action, claim or other proceeding against any Releasee with respect to the Released Claims. Each Releasee shall be a third party beneficiary of this Agreement. Participant hereby waives and relinquishes to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims.

Participant hereby unconditionally and irrevocably agrees to indemnify the Releasees from and against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, resulting from, or related to the negligence or misconduct of (i) Participant, (ii) any party Participant authorizes or designates to load or unload Participant's property from the container or (iii) any party to whom Participant sells or assigns the space on the container purchased by Participant, whether now or hereafter existing, including without limitation the failure of Participant or Participant's designee to comply with the rules and regulations governing the use of the shipping container by Participant, and agrees to pay any and all reasonable costs, fees and expenses (including reasonable counsel fees and expenses) incurred by any Releasee in enforcing any rights under this Agreement.

Participant hereby makes the following representations, warranties and covenants to the Company and Releasees:

1. Participant is physically capable of loading Participant's items onto the Container. Participant agrees to observe and adhere to all event rules and conduct him/herself in a safe and prudent manner. Participant has read all rules and regulations on the website <http://www.kostumekult.com/nyc-container/> and in emails and Facebook postings and agrees to comply with them all.
2. Participant understands there is no guarantee that The Container will arrive in at the Burning Man site in Nevada or return to the New York area on any specific date.
3. Participant has not packed anything on the container that is flammable at high heat, is destructive at high heat (such as a battery), is illegal, or otherwise in violation of the rules and regulations of the Company as described in paragraph 1, above. Failure to comply may also result in the confiscation of property, with no refund.
4. Participant recognizes that she or he is responsible for being self-reliant in learning about the details of load-in and load-out of the Container.

5. Participants understands and agrees that the contents of the container will be unloaded and placed in an enclosed area next to the container upon arrival to the Playa, but will still be subject to the elements, including dust and rain. It is Participant's responsibility to pick up the container promptly upon arrival in the camp, and drop off and load in their belongings in a timely manner both at load in in New Jersey and on the playa as detailed in the ticketing page.

6. Participant understands and agrees that the Company may exclude any Participant, in the sole discretion of the Company, who engages in conduct that creates a risk to the Participant or others. Participant will not be entitled to any refund or other compensation in the event that Participant is excluded from use of the container. Participant shall not leave their contents on the Playa after the event.

7. Participant agrees that Releasees are not liable or responsible for any lost or stolen items.

8. Participant remains liable for the space purchased on the container by Participant, even if Participant sells or assigns such space to another person or designates another person to load or unload the property of the Participant.

PARTICIPANT ACKNOWLEDGES THAT S/HE HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND AGREES THAT S/HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY PURCHASING SPACE, AND ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM/HER BY RELEASEES, AND INTENDS THAT THIS AGREEMENT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may not be amended or modified except in writing executed by both parties. In case any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law provisions contained therein.

By: _____ Date: _____

Print Name: _____

STATE OF NEW YORK)

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COUNTY OF _____)

On _____, 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public