

Cold Bones Fest
Electronic Waiver and Release of Liability

Please read BEFORE signing. Consent to use the following premises and participate in the following event is conditional upon signing this electronic Waiver & Release of Liability.

Event: Cold Bones Fest (“**CBF**”)
Hosts: Cold Bones Fest Committee
Premises: Various venues located through Drumheller, Alberta
Date: February 24, 2024

In consideration of the Hosts, which includes any affiliates, respective directors, officers, employees, volunteers, agents, representatives, shareholders, successors, and assignees of Cold Bones Fest, permitting the Participant (the “**Participant**”) to: (a) attend the various venues located throughout Drumheller, Alberta (the “**Premises**”) to participate in the music festival operated by the Hosts; (b) utilize the amenities located on the Premises; and (c) engage in any other activities overseen by the Hosts on the Premises on the dates noted above (collectively, the “**Activities**”), the undersigned acknowledges and agrees as follows:

- 1) The Participant is over the age of eighteen (18) years and expressly acknowledges and agrees that the Participant’s execution of this electronic Waiver and Release of Liability (the “**Release**”) is a mandatory pre-requisite for the Participant being eligible to attend the Premises or participate in the Event and any Activities associated with the Event. If the Participant is under eighteen (18) years of age, the Participant hereby confirms that the Participant is the legal guardian of the minor who will be attending the Event, and that the Participant therefore has authority to sign on the minor’s behalf. Upon signing this Release, and in addition to being binding as against the Participant, the same will be binding against the Guardian to the same extent as if the Guardian was the Participant.
- 2) The Participant acknowledges that the Hosts will not be supervising at all times throughout the Event. At no time shall the Hosts be held liable for the actions or inactions of the Participant while the Participant is on the Premises.
- 3) At all times that the Participant is present on the Premises, the Participant will strictly abide by all: (a) municipal, provincial, and federal statutes, laws, bylaws, and all other applicable laws; and (b) all policies, rules, and directions that are applicable to the Activities, the Premises or the Event and which are communicated to the Participant either verbally or in writing by the Hosts or operators of the Premises. By signing this Release the Participant acknowledges that the Participant has received an electronic copy of the Host’s Ticket Sales Policies (the “**Policies**”) document available on the Host’s website which can be downloaded via PDF. The Participant hereby accepts and agrees that by signing this Release, the Participant also agrees to abide by the policies, rules and directions outlined in the Policies.

- 4) The Participant hereby agrees and acknowledges that the Hosts may take photos and/or videos of the Participant during the Event and during the Activities. The photos and/or videos may be used by the Hosts for: (a) CBF advertisements; (b) CBF website content; (c) social media platforms CBF; (d) CBF social media posts shared by the Hosts or other Participants of the Event; and (e) such other uses as the Hosts deems beneficial for the promotion of its Event, future events, and operations.
- 5) The Participant understands and accepts that the Participant's attendance at the Premises and participation in the Activities involve (a) risks and dangers to the Participant's personal property, including theft or damage to personal property (collectively, the "**Property Risks**"); (b) **risks and dangers of serious bodily harm to the Participant, including, but not limited to, permanent disability and/or death** (i.e. injuries sustained from utilizing the amenities on the Premises, injuries associated with any cold weather during the Event, exposure to loud noises and flashing lights, dancing and walking at the Premises, or otherwise) (the "**Personal Risks**"); and (c) other risks, including social, economic, and consequential losses and damages which may not be known to the Participant or not readily foreseeable at this time (the "**Other Risks**").
- 6) **The Participant expressly acknowledges that the description of the Risks set out in Paragraph 5 are not all encompassing and the Participant voluntarily agrees to attend the Premises and participate in the Event and Activities. The Participant expressly assumes all risks, dangers, and responsibility of the Participant's attendance at the Premises for the Event, participation in the Activities, and the possibility of injury, death, property damage, and other losses resulting therefrom, whether described in this Release and whether known or unknown, inherent or otherwise.**
- 7) The Participant acknowledges that the Property Risks, the Personal Risks, and the Other Risks which the Participant may encounter at the Premises and/or during the Activities and/or Event may be caused by: (a) the Participant's own actions or inactions; (b) the actions or inactions of others on the Premises; (c) the physical condition or state of the Premises; and/or (d) **the negligence of the Hosts.**
- 8) **The Participant hereby agrees to: (a) waive any and all claims of any nature, whatsoever, which the Participant may have now or in the future against the Hosts resulting from or relating to the Participant's attendance at the Premises and/or the Participant's participation in the Event and/or the Activities; (b) release the Hosts from all liability, whatsoever, for any losses, expenses, damages, or injury (including disability and/or death) that the Participant may suffer due to the Participant's attendance at the Premises and/or the Participant's participation in the Event and the Activities due to any cause whatsoever, including breach of contract and/or any breach of any common law or statutory duty of care applicable to the Hosts, including any duty of care set out in the *Occupier's Liability Act (Alberta)*, as well as the failure of the Hosts to protect the Participant from the risks, dangers, and hazards set out in this Release; and (c) indemnify, hold harmless, and forever discharge the Hosts from and against all manner of actions, causes of action, suits, debts, sums of money, damages, costs, claims, and demands of every nature, whatsoever, including third**

party claims, which may exist at law, common law, equity, under any statute or legislation, or in any Canadian or foreign court, administrative body, mediation, or arbitration proceeding, whether asserted or unasserted, directly or indirectly relating to or arising from the Participant's attendance at the Premises, the Participant's participation in the Event and/or the Activities, and/or the negligence of the Hosts.

- 9) If despite this Release any person claiming on, by, or through the Participant makes any manner of claim or commences any form of legal or quasi-legal proceedings against the Hosts, the Participant will indemnify, save, and hold the Hosts harmless from and against all litigation expenses, solicitor-client fees on a full indemnity basis, losses, liability, damages, or costs of every nature which the Hosts may incur because of such claim or the commencement of such legal or quasi-legal proceedings.
- 10) This Release will be binding on the Participant (including the Guardian of a minor Participant), and each of their respective heirs, executors, administrators, successors, and personal representatives.
- 11) The Participant understands that this Release is signed electronically and Release shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and the Participant hereby waives any objection to the contrary.
- 12) The Participant acknowledges that this Release is available for download here. The Participant acknowledges that the Participant has the right to seek legal advice to review this Release prior to signing should the Participant be concerned of the meaning and implications of this Release. **By digitally signing this Release, the Participant acknowledges and agrees that the Participant has satisfactorily informed themselves of the meaning and implications of this Release and that the Participant has read, understood and voluntarily agrees to this Release.**

By electronically clicking the "I Agree", you hereby confirm: **I HAVE READ THIS ELECTRONIC WAIVER & RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT SUBSTANTIAL RIGHTS HAVE BEEN GIVEN UP BY ELECTRONICALLY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS ELECTRONIC WAIVER AND RELEASE OF LIABILITY TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE HOSTS TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL EFFECT.**