

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

"The Premises" is defined as the Enliven Wellness Festival grounds located at 9387 Pemberton Portage Road and extends to include the associated parking lot across the street, and will be referred to throughout this agreement as "the Premises".

By entering the Premises, you are agreeing to the following Assumption of Risks, Release, Waiver and Indemnity provisions.

PLEASE READ CAREFULLY!

Assumption of Risks – By purchasing a ticket to Enliven Wellness Festival 2024, I acknowledge and agree that I am entering the Premises for the purposes of attending or contributing to Enliven Wellness Festival (the "Festival") and that there may be certain risks or hazards present at or near, or potentially occurring upon the Premises, including without limitation: inclement and/or changing weather conditions; injury or death caused by camping, dancing, walking, running, vehicles driving throughout the Premises, or the act of engaging in breathwork, movement and exercise related to workshops; proximity to open water such as Gates Lake off site which is a public lake with no lifeguard present; attacks from wildlife; theft of property; negligence of other invitees to the Festival; and/or any negligence on the part of Enlivened Yoga and Ayurveda Inc., referred to as "Enliven Wellness Festival", its employees or contractors to safeguard or protect me from the risks or hazards of attending an outdoor festival.

Release of Liability, Waiver of Claims and Indemnity Agreement – In consideration of Enliven Wellness Festival accepting my payment or work trade/exchange for a ticket for entry to the Premises, I hereby agree as follows:

1. To waive and all claims that I have or may have in the future against Enliven Wellness Festival and its directors, officers, employees, contractors, representatives, successors, assigns and Premises owner (collectively, the "Releasees"), and to release the Releasees from any and all liability for any loss, damage, expense, harm or injury, including death that I may suffer, or that my next of kin may suffer resulting from either my use or my presence on the Premises or travel beyond the Premises during the Festival, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, RSBC 1996, c.337, on the part of the Releasees, and also including any failure on the part of the Releasees to safeguard or protect me from any risks, dangers and/or hazards referred to above.

2. I acknowledge and agree that Enliven Wellness Festival has a zero tolerance policy regarding illegal drugs at the Festival. Namely, it is prohibited on the Premises to: (a) use, distribute, sell and/or be in the possession of illegal drugs; (b) distribute, sell or improperly use prescription or over-the-counter drugs. Any prescription drugs on my person must have a valid prescription with my name clearly listed on the prescription at all times and strictly in the dosage of medication required for the duration of the Festival. Enliven Wellness Festival, its staff, contractors, volunteers and emergency response personnel on the Premises will closely monitor any potential illegal or prohibited drug activity during the Festival.
3. To hold harmless and indemnify the Releasees from any and all loss, liability, damage or cost for any damage to property of or personal injury, including death, involving myself and/or any third party, resulting from my use of or presence upon the Premises or travel beyond the Premises during the Festival, and/or my actions and/or omissions at, around or on the Premises during the Festival. I hereby waive, discharge, hold harmless and agree not to sue the Releasees in relation to any and all liability arising out of or in connection with the Festival for any claims, causes of actions, obligations, lawsuits, charges, damages, costs or expenses of whatsoever kind, nature or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise known or unknown, arising out of or related to the Festival, my attendance at the Festival and on the Premises, whether or not caused by the negligence or gross negligence of the Releasees.
4. I acknowledge and agree that Enliven Wellness Festival and authorized third parties will be filming and recording artist performances, workshops and portions of the Festival, and will distribute such footage solely for promotional uses in relation to Enliven Wellness Festival, and I hereby provide a release to Enliven Wellness Festival, in perpetuity and on a worldwide, royalty-free basis, to use, distribute and authorize the use, distribution of such footage for promotional purposes in its sole discretion.
5. This agreement shall be effective and binding upon my heirs, executors, administrators and representatives in the event of my death or incapacity. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and any litigation shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.
6. All purchases and tickets are non-refundable, no exceptions. By purchasing an Enliven Wellness Festival ticket, you are agreeing to our terms and conditions. Enliven Wellness Festival will not issue refunds for any reason, including if the event is terminated early or canceled due to extreme weather, acts of nature, acts of terrorism or government regulation or capacity limits. Enliven Wellness

Festival will not issue refunds for any failure or inability to use tickets due to illness, Covid-19 tests, acts of God, public health crisis, government restrictions, travel-related problems, or other conditions beyond the control of Enliven Wellness Festival. Please ensure that you will be able to attend the festival before purchasing your tickets.

7. Enliven Wellness Festival reserves the right to make changes to the terms as posted, so be sure to check back and review the terms from time prior to purchase and attendance. The terms can be found at www.enlivenwellnessfestival.com/terms

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT BY PURCHASING A TICKET AND ATTENDING THE FESTIVAL I AM WAVING ALL OF MY LEGAL RIGHTS THAT I MAY HAVE AGAINST THE "RELEASEES" AND THAT I AM TAKING 100% RESPONSIBILITY AND LIABILITY ONTO MYSELF. THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT I HAD THE OPPORTUNITY TO ASK FOR CLARIFICATION FROM MY OWN INDEPENDENT LEGAL COUNSEL.