

SOUTHERN SIERRA GODDEX GATHERING

TERMS & CONDITIONS AGREEMENT

When: JANUARY 15,16,17, 2021

Where: Topia.io/Hive

RECORDING/PHOTOGRAPHY/USE OF NAME AND IMAGE

Come Play LLC, Southern Sierra Goddex Gathering, Wholistic Hive and Sasha Zeilig shall be entitled to use your name, images, likeness, photographs and video footage of you in all SSGG, promotions and advertising, as well as on the Come Play and SSGG website, www.sashazeilig.com, ssgg.club and in other activities used to increase attendance at the event.

By purchasing your ticket you give Come Play LLC, SSGG, WH and Sasha Zeilig permission to videotape, photograph, and record your participation appearance at the event for use in future marketing materials. Your name will be added to WH email and your face might be included on WH website.

Unless prior written permission is granted by Come Play LLC, SSGG, WH, Sasha Zeilig or his/her representative; participants will not be allowed to photograph, record audio or video of any part of the event for reproduction or distribution.

By purchasing your ticket, you unconditionally give permission to Come Play LLC, SSGG, WH, Sasha Zeilig, agents, employees, successors, licensees and assignees to take and use photographs, video or sound recordings of you for marketing and promotional materials associated with SSGG, WH and or www.sashazeilig.com, ssgg.club.

I give my consent to use the photographs, video, and sound recordings as well as my image, likeness, appearance, and voice will be binding here and after. I understand that I will not receive compensation for the use of my image, likeness, appearance, and voice now or in the future. SSGG + WH + Sasha Zeilig + Come Play LLC may use the photographs, video and sound recordings containing my image, likeness, appearance and voice in any other manner or media including use on web pages. The photograph, video and sound recordings may be used in whole or in part, alone or with other recordings. The photograph, video and sound recordings will be used for commercial use. Come Play LLC, SSGG, WH and Sasha Zeilig have the right and may allow others outside Come Play LLC, SSGG, WH and Sasha Zeilig to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at Come Play LLC, SSGG, WH and Sasha Zeilig's discretion. All rights, title and interest in the photograph, video and sound recordings belong solely to Come Play LLC, SSGG, WH and Sasha Zeilig.

I further give permission to Come Play LLC, SSGG, WH and Sasha Zeilig to use my first name, initials, and or AKA at events, or other material in or in connection with any such uses of Photography photographs, videos and sound recordings.

I understand and agree to the conditions outlined in this photograph, video and sound recordings release and consent form. I irrevocably give consent to Come Play LLC, SSGG, WH and Sasha Zeilig for its officers, agents, employees, successors, licensees, and assigns forever to make use of my image, likeness, appearance and voice in photographs, video and sound recordings as described above. I acknowledge that I am fully aware of the consent of this release and I'm under no disability, duress, or undue influence at this time of my signing.

ASSUMPTION OF RISK AND LIABILITY WAIVER FORM

I agree to fully wave, release and hold harmless SSGG + WH + Sasha Zeilig + Come Play, LLC, including Presenters, Vendors, Supporters, staff members, contractors, other SSGG participants, and facilities used from any and all claims, causes of action, property damage or death. Furthermore, I will not hold Come Play, LLC liable for any personal injury or any personal property damage, which may occur before, during or after the event.

I accept and understand that participation in SSGG and its activities could involve some possible property damage, personal injury, or death. Despite safety precautions in place, unforeseeable accidents and injuries may occur. By signing this release form, I (the participant) assume all risks related to the use of any and all spaces used by SSGG + WH + Sasha Zeilig + Come Play, LLC. Furthermore, I agree to take full responsibility for my behavior in addition to any damage I may cause to the facilities utilized by SSGG + WH + Sasha Zeilig + Come Play, LLC.

SSGG + WH + Sasha Zeilig + Come Play, LLC and its instructors, staff members, and contractors reserve the right to prevent anyone behaving in an inappropriate manner or acting in a manner contrary to instruction from participating in the activity. I fully assume the dangers and risks and agree to use my best judgement while engaging in these activities. I release and hold harmless SSGG + WH + Sasha Zeilig + Come Play, LLC in action lawsuits and agree not to sue. Any dispute to this contract must be resolved through binding arbitration.

I understand that SSGG + WH + Sasha Zeilig + Come Play, LLC care about its participants. In the event that I should observe any unsafe conduct or conditions before, during or after SSGG, I agree to report the unsafe conduct or conditions to Sasha Zeilig, a Presenter, Supporter, or another designated staff member as soon as possible.

I certify that I am of legal age and competent to execute this assumption of Risk and Liability Waiver form, that in doing so of my own free will and accord, voluntarily, that I do so intending to bind myself, my executor, my heirs and administrators or assigns to the fullest extent under the law.

I have read and understand the forgoing and acknowledge my consent to the terms of this agreement. For a full description of SSGG, please visit www.sashazeilig.com, ssgg.club, wholisticlive.biz

CANCELLATIONS

We provide refunds up to three weeks prior to the event. Refunds will be returned to through the original method of payment or PayPal.

RELEASE AND HOLD HARMLESS AGREEMENT

I hereby represent that I wish to participate as a Participant at The Southern Sierra Goddex Gathering (SSGG) on January 15-17, 2021. I recognize that any outdoor activity might involve certain dangers, including but not limited to hazards of the forces of nature and the actions of other participants and other persons unaffiliated with SSGG + WH. I understand these hazards produce a risk of physical harm or death, as well as a risk of loss or damage to my personal property. SSGG + WH shall not be responsible for any acts, negligent or otherwise, that might cause either personal or property damage to Participant. I further understand and agree SSGG + WH + Sasha Zeilig + Come Play LLC would not be able to hold such events without some form of agreement providing protection for SSGG + + WH + Sasha Zeilig + Come Play LLC, and its officers and volunteer workers.

CHOICE OF LAW/VENUE

This Agreement shall be construed under the laws of the State of California. In the event of a controversy or dispute hereunder, the parties designate San Diego County, California, as the appropriate jurisdiction and venue.

MISCELLANEOUS

(a) The Participant shall indemnify SSGG + WH + Sasha Zeilig + Come Play LLC against any liability or damages, including attorney fees, which may arise as a result of violation of copyright laws by Participant.

(b) Anticipated starting times specified in the Participant Agreement, subject to minor modifications because of unanticipated occurrences, are necessary and hence,

ENTIRE AGREEMENT AND NOTICE

This Participant Agreement constitutes the entire agreement between the parties. Either party may make amendments to this agreement only by written agreement.