



In consideration of being allowed to participate in and attend the 2012 IgNight Festival event (the "Event" or the " IgNight Festival Event"), I agree to comply with any and all rules, regulations, terms and conditions of the IgNight Festival Event, including but not limited to the following:

1. I certify that I am physically able to participate in the IgNight Festival Event and in any activity or performance associated with it, and have not been advised otherwise by a qualified medical professional.
2. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of the organizers of the IgNight Festival Event, i.e., its officers, directors, employees, agents, representatives and volunteers (collectively, "IgNight Festival"), and participants, volunteers and spectators; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH, WHICH MAY OCCUR BY ATTENDING THE 2012 IGNIGHT FESTIVAL EVENT AND HEREBY FOREVER RELEASE, DISCHARGE AND HOLD IGNIGHT FESTIVAL HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISK, EVEN IF ARISING FROM THE NEGLIGENCE OF IGNIGHT FESTIVAL, OR BY THIRD PARTIES, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.
3. I understand that during the IgNight Festival Event, art installations, theme camps, vehicles, events and performances will be held and/or on display and I understand that most of these activities are not owned or operated by IgNight Festival, and I assume all risks of injury or death arising from their operation and from my participation in any of these activities.
4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue IgNight Festival, its officers, directors, members, employees, volunteers, representatives, agents, contractors and subcontractors, and other participants, sponsors, affiliates, and if applicable, owners and lessors of equipment and premises used to conduct the IgNight Festival Event

or related activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in the IgNight Festival Event, including any programs, events or activities at the Event, and including any injury or damage to my person or property, or to that of any other person or property. However, if IgNight Festival files a claim against me, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in the IgNight Festival Event, including in any program, event or activity at the Event. I intend that the waiver and release of liability contained in these Terms and Conditions shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. Use of Images

Cameras are welcomed at IgNight Festival. IgNight Festival has worked to encourage the sharing of our community's identity and cultural information through photography, videography, and film. IgNight Festival also seeks to protect that culture from unchecked commercialization or commodification, and to moderate an environment where participants' rights to privacy, free expression, and creative immediacy are given additional consideration by our community. Your entrance to the event is your acceptance of the terms, conditions and guidelines in these Terms and Conditions for the use of photographic imagery obtained at the Event, whether still or video. If you intend to use image recording equipment at the Event, you are required to sign either a Personal Use Agreement or a Commercial Use Agreement at Media Mecca, and to adhere to the Event's guidelines for such uses. These guidelines and agreements are aimed at protecting our participants and their cultural values; they may seem unusual at first glance, but IgNight Festival's goal is to preserve the principle of Decommodification within the IgNight Festival event, and to encourage and observe respect for personal privacy and freedom of expression.

I UNDERSTAND AND ACCEPT THAT NO USE OF IMAGES, FILM, OR VIDEO OBTAINED AT THE EVENT MAY BE MADE WITHOUT PRIOR WRITTEN PERMISSION FROM IGNIGHT FESTIVAL, OTHER THAN PERSONAL USE. I understand that I have no rights to make any non-Personal Use of any image, film, or video footage obtained at the event, and that I cannot sell, transfer, or give the footage or completed film or video to any other party, except for Personal Use, and I agree to inform anyone to whom I give any footage, film, or video that it can only be used for Personal Use.

"Personal Use" of images, film or video means to share with friends and family, to display on personal websites (as long as your website does not sell any other product or service, and as long as your website does not purport or appear to be an official website of IgNight Festival LLC), to display on photosharing websites, and to display at art exhibits or similar exhibits. Social networking sites such as Flickr and Facebook are deemed "Personal Use" only if the display of the images, film or video on these sites are not used for the promotion or distribution of images with the intent to publicly display them beyond one's immediate network, and if one's immediate network is not inordinately large, to be determined in IgNight Festival's sole discretion.

I further assign to IgNight Festival a joint ownership in the copyright for images obtained at the event so that in the event any third party displays or disseminates any of my images in a manner not authorized by this agreement, IgNight Festival can enforce against the third party any restrictions concerning use of the images, and I appoint IgNight Festival as my attorney-in-fact to execute any documents necessary to effectuate such assignment. IgNight Festival agrees that it will not utilize this joint ownership to enter into any licensing agreements for the images.

I agree, in the event I post, or allow to be posted, any images (still or video) on a personal website or a website controlled by a third party, that: (1) I will place, or cause to be placed, on any website in which such images are displayed, a notice that the images can be used only for the poster's personal use and not for any other purpose and that downloading or copying of the images is prohibited, except in accordance with the Creative Commons's BY-NC-SA license where the licensee agrees to use the image for non-commercial purposes and only for his or her Personal Use (as defined herein) (<http://creativecommons.org/licenses/by-nc-sa/3.0/>); (2) I will not authorize the use of any images under the Creative Commons' license if the image contains any nudity, partial nudity, or sexually suggestive poses (nudity and partial nudity include any images in which bare breasts, bare buttocks or genitals or genital areas are visible), and IgNight Festival, as joint copyright owner, may revoke any Creative Commons license if such license was erroneously placed on the image in violation of these Terms and Conditions; (3) in the event IgNight Festival notifies me that any such images must be removed, for any reason whatsoever in IgNight Festival's sole discretion, I will promptly remove or cause to be removed those images, and in the event after notification by IgNight Festival any such images are not removed, IgNight Festival may, as joint copyright owner, cause the removal of any such images.

The only Creative Commons license IgNight Festival approves for personal use licensing is the Creative Commons BY-NC-SA license, Attribution-Noncommercial-ShareAlike <http://creativecommons.org/licenses/by-nc-sa/3.0/>. For full legal code see <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>. However, as described above, images that contain human nudity, partial nudity or sexually suggestive poses may NOT be licensed in this fashion. Be aware that the use of this license does not supersede these Terms and Conditions nor the responsibility of the photographer/videographer to obtain all necessary permissions from subjects and artists as appropriate.

IgNight Festival forbids the making of private profit from the documentation of nudity at the event when images are presented in a sexual context, and/or without the express written permission of subjects. If you have seen a violation or suspect a problem of this nature, please contact info@ignightfestival.com.

IgNight Festival requires any party interested in making a commercial enterprise out of their documentation of the event or distributing footage beyond Personal Use on personal friend/family networks to enter into a written contract with IgNight Festival. Visit <http://www.ignightfestival.com> for more information on how to register for this permission. Such projects require IgNight Festival's review and approval prior to commercial distribution.

IgNight Festival's community grows primarily by word of mouth. The organization does little to solicit attention from television or media companies about the IgNight Festival Event, and does not seek to artificially grow the Event itself by exposure through the mass media. IgNight Festival does continue to support the presence of the press, and to encourage the free expression of news reporters, storytellers, small groups documenting special projects, cultural or fine art photographers, and creative authors/researchers or academics looking at IgNight Festival from an anthropological perspective, but all such uses require a written agreement.

6. I acknowledge that the name " IgNight Festival " is a trademark owned by the IgNight Festival organization, and that all of IgNight Festival's logos, trademarks or other intellectual property are owned by IgNight Festival, and I understand that the IgNight Festival organization controls all rights regarding the licensing and reproduction of any imagery recorded at the Event. I agree that I will not use the mark " IgNight Festival," the logos of IgNight Festival, or the likeness, drawings or representations, or any other trademark of IgNight Festival, on any website (except for Personal Use, as described in Paragraph 5) or in any other manner, commercial or otherwise, except for nominative or classic fair use. (For information about trademarks, copyright and fair use, please see: http://ilt.eff.org/index.php/Trademark:_General and http://cyber.law.harvard.edu/copyrightforlibrarians/Main_Page)

7. I acknowledge that people are using film, video and photographic cameras at the Event, and that my image may be captured on film, video or photographs which may subsequently be displayed or disseminated without my consent or payment of compensation to me, and I release IgNight Festival from any liability due to such filming, photographing or dissemination.

8. I hereby appoint IgNight Festival as my representative to protect my intellectual property or privacy rights, recognizing that IgNight Festival has no obligation to take any such action. I understand that, in the event IgNight Festival files a lawsuit to takes action to protect my intellectual property or privacy rights pursuant to the appointment in this paragraph, and IgNight Festival has information that my specific intellectual property or privacy rights have been violated and also has information as to my identity and my contact information, IgNight Festival will make reasonable efforts to notify me of any such action by sending a communication to the contact information in IgNight Festival's possession.

9. I understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity. I agree that such expressive activity and dress is not indecent nor offensive to me, and that I have decided to attend the Event with full knowledge that such expressive activity and dress may occur.

10. I acknowledge that all vehicles including trucks, trailers and RVs entering IgNight Festival are subject to search by Gate staff, for stowaways, dogs, guns, live plants and fireworks, or other prohibited items.

11. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release IgNight Festival and all persons participating in any such medical treatment from all responsibility for any such actions.

12. In the event I am obtaining tickets for or I provide any tickets to any other person or persons, I recognize that I am acting as that person's agent in obtaining the tickets, and due to this agency relationship I agree to these terms on behalf of any person to whom I deliver any of the tickets I purchase, and I shall notify any such person of these terms when I deliver a ticket to them.

13. I agree that IgNight Festival is not liable for acts of God, the weather, strikes, protests, or actions taken by government agencies and similar causes. I understand that tickets are nonrefundable even if the Event is terminated early or canceled, or entry conditions are modified, due to harsh weather, acts of nature, governmental regulation or conditions beyond IgNight Festival's control.

14. I understand that: I must bring enough food, water, shelter and first aid to survive three days in a harsh desert environment; that firearms are prohibited, as well as fireworks, rockets and other explosives; that this is a LEAVE NO TRACE, pack it IN, pack it OUT event; and that I am asked to contribute 2 hours of volunteer time.

15. This ticket is a revocable license that may be revoked by IgNight Festival for any reason, including without limitation assisting people with unauthorized or un-ticketed entry to the Event.

16. Refund and Cancellation Policy

All sales are final. No refunds or exchanges will be issued for any reason. Fees are non-refundable.

17. Entry Policy

The person whose name the tickets were purchased under must have valid picture identification when showing up at the event. No refunds will be processed for patrons who do not have valid identification. You are responsible for checking the age minimum for the event, and no refunds will be processed for participants who are denied entry due to not having valid identification that demonstrate they are 18 years or older, or if under 18 years old and not accompanied by a parent or guardian.

18. These Terms and Conditions may be changed by IgNight Festival prior to the Event, and if so the revised Terms and Conditions in effect at the time you utilize your ticket for admission to the Event will apply to you.